Vol. II. JANUARY, 1896. No. 1

THE BARRISTER.

CONTENTS.

Published Monthly. Subscription, $2.00 Per Year

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TORONTO.

"ASSESSMENT SYSTEM."

EVERYBODY who knows anything about insurance acknowledges that the Independent Order of Foresters is far and away the **Best** Fraternal Benefit **society in the World.** It was founded in Newark, New Jersey, on the 17th June, 1874, and has spread all over the United States and Canada, and is rapidly spreading in Great Britain and elsewhere.

The Unexampled Progress and Prosperity of the Independent Order of Foresters is shown by the following figures:

	No. of Members.	Balance in Bank.		No. of Members.	Balance in Bank.		No. of Members.	Balance in Bank.
October, 1882	880	$ 1,145 07	January, 1888	7,811	$ 86,102 42	January, 1894	54,481	$853,857 89
January, 1883	1,134	2,769 58	January, 1889	11,618	117,599 88	February, "	55,149	875,360 06
January, 1884	2,216	13,070 85	January, 1890	17,026	188,130 86	March, "	56,559	876,230 08
January, 1885	2,558	20,992 30	January, 1891	24,466	283,907 20	April, "	58,339	911,420 93
January, 1886	3,648	31,082 52	January, 1892	32,303	408,798 18	May, "	59,607	928,707 04
January, 1887	5,804	60,325 02	January, 1893	43,024	589,597 85	June, "	61,000	951,571 62

Membership 1st July, 1894, about 61,000. Balance in Bank, $951,571.62.

The total number of applications considered by the Medical Board for the year ending 31st December, 1892, is 18,247, whom 17,028 were passed, and 1,219 rejected.

The cause of this unexampled prosperity and growth of the I. O. F. is due to the fact that its foundations have been laid on a **Solid Financial Basis,** and every department of the Order has been managed on business principles, thereby securing for all Foresters large and varied benefits at the lowest possible cost consistent with **Safety** and **Permanence.**

At date all Benefits have been paid within a few days of filing the claim papers, amounting in the aggregate to the princely sum of **Two Millions Two Hundred and Thirty-four Thousand Four Hundred and Twenty-four Dollars.** Notwithstanding the payment of this large sum, as well as all the management expenses, including large sums for planting the Order in New Territory, there remains the handsome cash balance in the treasury, as noted above, of the sum of **Nine Hundred and Fifty-one Thousand Five Hundred and Seventy-one Dollars and Sixty-two Cents.**

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FOR YOUR FAMILY.—1. Funeral Benefit, $50. 2. Insurance Benefit of $1,000, $2,000, or $3,000.

The cost of admission to the Order in most Courts is only $7 to $9, according to the amount of insurance taken, besides medical examination fee, which is $1.50 if you are taking only $1,000 of insurance, and $2 if taking $2,000 or $3,000. **Agents wanted in Canada, the United States, and Great Britain and Ireland.**

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The Barrister.

VOL. II. TORONTO, JANUARY, 1896. No. 1.

EDITORIAL.

WE call attention to a few testimonials in another column to show the increasing popularity of our paper, at the small rate of $2. Our circulation in Ontario is daily increasing.

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WE desire to thank our friends throughout the province for the support they have given us during the year just closed. During the coming year we propose to make our paper brighter, more useful and valuable than ever. We have placed a neat cover on our journal, and we intend to make "THE BARRISTER" a useful, practical monthly for the practitioner. In our editorial columns we will keep a sharp look-out to note anything worthy of comment or of interest to the profession. The sittings of courts and the current law reports will be very fully reported. We believe we have the largest exchange list of any law paper in the country; it includes 180 different law publications from the United States, England, Canada, Australia and elsewhere. Every one should read THE BARRISTER and keep posted on what is going on. In conclusion, we invite all who desire to discuss any topic of interest to the profession to use THE BARRISTER freely.

*

THE complaint of the law student of to-day is that it is hard to get any practice while in attendance at the law school in Toronto. Young barristers, typewriters, bookkeepers and law clerks have revolutionized the system of a law office so far as students are concerned, and students are becoming to be only the tail end of the office kite. The American law schools have met this emergency by establishing, in connection with the law school, a "Practical Department," where the students have practice in drawing up papers and in general practical office work. Demonstrators have been appointed and the work of an office has been undertaken on a large scale by the law school. We think if such a scheme were adopted in our law school it would prove a great benefit to students, as many of them on passing their final examination know nothing of practice.

*

THE new Rules came into operation on the first of this month. It is too early

yet to give an opinion as to the changes and how the new rules are working. We hope in our next issue to review and comment on some of the changes effected.

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VOL. II. begins with this, the January issue. Owing to a mistake we numbered the December number No. 1 of Vol. II.

*

Irving Browne, in a letter from America to the *London Law Journal*, thus describes the richest lawyer in America: "One of the richest lawyers in the world is a young woman, just graduated from the New York University Law School—probably a Spinster, certainly not a Bachelor of Laws. She is Miss Hannah Gould, a daughter of the late Jay Gould, who left a fortune of probably $75,000,000. Perhaps Miss Gould will not feel the necessity of resorting to the practice of her profession, but she can be admitted to practice in the State of New York if she desires. She ought to understand railroad law, for her fortune came, in great part, it is rumored, from the 'railroad' industry of her father."

*

LONG JUDICIAL OPINIONS.—We used to think that the Supreme Court of Canada carried off the honors for writing long judicial opinions. Many of the opinions of that Court were nothing less than legal treatises on the questions under consideration. But to the victor belongs the spoils; and we must now decide that, so far as we are aware, the Supreme Court of Florida carries off the palm. In a recent case of Jacksonville Ry. Co. v. Peninsular Land Co., in 27 Fla., 1, which was an action by the Land Company against the Railway Company, for the burning of its houses and property by sparks alleged to have been emitted from the defendant's locomotive. The entire report of the case is only 156 pages in length, of which the opinions of the Court make up 105 pages. Although the Court in its opinion divides the question discussed into 13 heads, the capable reporter has made a syllabus containing 40 paragraphs comprised in 8 pages. Decisions of this length are an attack on the lives of the profession. In this case it is a subject of congratulation that the judgment was affirmed and that the profession will not have to endure another report on the same case on another appeal of equal length.

*

JUDGE TOURGEE of Chicago recommends literary "aspirants" to work in a room with an open fire, not for the sake of the fire, but so as to burn five sheets for every one sent to the printer. We see no reason why this should not be extended to some literary "judges" so prolific of prolix opinions.

NOTES OF ENGLISH CASES.

COURT OF APPEAL.

N.B. on references, W. N.—Weekly Note.
S. J.—Solicitor's Journal.
T.—Times L. R.
L. T.—Law Times Newspaper.

KODDER v. Williams (W.N. 139; T. 24; S. J. 32; L. T. 32).—Can a sheriff break open an outer door to execute a writ of fieri facias? The court of Appeal (Esher, M. R., Lopes and Kay, L.JJ.) held that he is justified in breaking open an outer door of a workshop or other building not being the dwelling-house,

nor connected with the dwelling-house This follows the rule laid down in Penton v. Brown, a rule which has been in existence for upward of 200 years, and which the Master of the Rolls said the Court could not overrule now, even if it did not agree with it.

*

LILIES v. Terry and Wife (L.J. 659; S.J. 52; T. 26; W. N. 144; L. T. 61.) —If A. acts as solicitor for B., and B. by deed gives some property to A.'s wife, can B. subsequently set aside the gift? Yes, said the Court of Appeal, unless the evidence clearly shows that B. had independent advice in the matter. Esher, M. R., commented on the rule which makes gifts by clients to their solicitor, or to the wives of them, void, as an unfortunate one; but Kay, L. J., dissented from these comments, and remarked that the rule was a rule of public policy of the highest importance, and Lopes, L. J., agreed with Kay, L. J., rather than with the Master of the Rolls. The law of Wright v. Proud (13 Ves. 136), to the effect that, "independent of all fraud, an attorney shall not take a gift from his client while the relation subsists, though the transaction may be not only free from fraud, but the most moral in its nature," was quoted with approbation in Kay, L. J.'s, judgment. As also was the law of Goddard v. Carlisle (9 Price, 169), to the effect that "there is no difference in principle between a gift to a man's wife and a gift to himself."

*

MOWBRAY v. Merryweather (T. 14; W. N. 136; L. T. 8; S. J. 9; L. J. 617). —If A supplies to B. a chain, and gives a warranty of fitness, and one of B.'s workmen is injured in consequence of the defective condition of the chain, and B. has to pay his workman damages for injury received, can B. sue A. on his warranty? The Court of Appeal (Esher, M. R., Kay and Rigby, L.JJ.), held that B. could sue A., the damages not being too remote, the measure of damages being the amount B. had been compelled to pay his workman.

SADLER v. G. W. R. Co. and Midland R. Co. (T. 1; W. N. 136; L. T. 8; S. J. 10: L. J. 617).—If two defendants not acting in concert cause a nuisance, and the act of either alone would not cause a nuisance, can a plaintiff in one action sue them jointly for damages and an injunction? Lords Justices Smith and Rigby, on an interlocutory appeal, held opposite views, and the appeal was therefore dismissed. Mr. Justice Day's order, staying the proceedings unless the Midland Company was struck out of the proceedings, therefore stood.

*

STAGG, Mantle & Co. v. Broderick (T. 12).—If a bill of exchange is indorsed by A. that in case of non-payment by the acceptors the bill is to be presented to A., and this indorsement is signed by A., can A. be sued? The Court of Appeal (Esher, M.R., Kay and Smith, L.JJ.) held that A. could not be sued as an indorser, but that he could be sued as a guarantor.

*

STRACHAN v. Universal Stock Exchange (S. J. 65).—Can money deposited as cover in a gaming transaction in shares by one of the parties to the transaction with the other be recovered? The Court of Appeal (Esher, M. R., Kay and Smith, L.JJ.) held that in consequence of sect. 18 of the Gaming Act, 1845, and the decisions of Diggle v. Higgs and Hampden v. Walsh, such deposit could not be recovered, but they apparently approved Mr. Justice Cave's decision that securities which had also been deposited could be recovered.

*

BIRCHELL v. King and Koral (S. J. 65). —If A. Leases premises to B., while B. covenants not to carry on any trade or business other than that of a coffee and dining and refreshment-house keeper, and A. on his part covenants not to let, or permit to be let, any of the adjoining shops belonging to him to be used as coffee, dining, or refreshment rooms, can B. restrain A. from letting, or permitting to let, shops on property adjoining which A. acquires subsequently to the lease for

the purpose of coffee, etc. No, said Chitty, J., the covenant only extended to shops belonging to the lessor at the date of the covenant, and not to shops on property, though adjoining the demised premises, subsequently acquired.

*

BUILDING ESTATE AND BRICKFIELDS Co., LIMITED, *re*—(L. J. 662; W. N. 142; L. T. 62).—If A., prior to the incorporation of the X. Company instructs B. to apply for 100 l. shares, and hands him a cheque to pay for the shares, and B. arranges with the company that 100 of some fully paid up shares which the company had arranged to allot to B. shall be allotted to A., which is accordingly done, and B. keeps A.'s money, on the winding up of the company is A. liable as a contributory for the shares, seeing that he did not pay the company cash for them, and that there is no registered contract under sect. 25 of the Companies Act, 1867.—No, said Vaughan Williams, J., since A. had no knowledge that the representation in the certificate of the shares sent him by the company that the shares were fully paid, and on which he had acted, was not true, and therefore he was entitled to the benefit of the law of estoppel.

*

DARLING, *re* Farquhar v. Darling (S. J. 11; W. N. 140; L. T. 33).—Is a gift by will "to the poor and to the service of God" charitable?—Yes said Chitty, J., on the authority of the Irish case, Powerscourt v. Powerscourt, 1 Molloy, p. 616.

*

GOODALL, *re* Goodall v. Goodall (W. N. 136; L. T. 9; L. J. 618; S. J. 10).—Is the price of real estate purchased from A. under an option conferred by contract to be exercised within six months of A.'s death, such option being extended to three years by A.'s will, liable to probate duty if the option is not exercised within the six months original agreed upon?—No said North, J., since it was not converted in A.'s lifetime, but under his will; and therefore at A.'s death the property was still real estate. A. died in 1893, that is at the time when only personal estate was subject to the death duty known as probate duty, and now known, as to persons dying after 1st August, 1894, as "estate duty."

*

LONDON and River Plate Bank, Limited v. Bank of Liverpool and Larrinago & Co. (T. 62).—If an acceptor, without any negligence, pays a bill of exchange with a forged indorsement, can he sue the person to whom he paid the money for the recovery of the money as being paid under a mistake of fact?—The facts of the case were somewhat complicated, but practically this was the point involved, and Mr. Justice Mathew, after taking time to consider his judgment, held that the money could be recovered.

*

NASH, in *re* Crofton & Co., Ex parte (T. 16; W. N. 135; S. J. 13; L. T. 63; L. J. 621).—Has the Official Receiver a right to attend on the taxation of the trustee solicitor's bill of costs?—Mr. Justice Vaughan Williams said:—"Most emphatically, in my judgment, the official receiver has no right to be present and be heard on the taxation." Bankruptcy Rule 120, which requires notice of the appointment to tax to be served on the official receiver only, intends that he shall attend when ordered for the purpose of advising the trustee, and this order, said his lordship, must be made by the resignation or the Court, not by the Board of Trade. (B. 70).

*

PICTAIRN, *re* Brandreth v, Colvin (L. T. 33; W. N. 139).—Must reversions forming parts of a residue given to trustees upon trust to pay the income to A. for life with remainder to B., be sold under the Howe v. Dartmouth rule in a case where the will contained no express power of sale, but allowed the trustees to manage the estate, and "if and when they thought fit" to sell?—No, said North, J., the direction given to the trustees to sell, "if and when they thought fit was inconsistent with an intention that the reversions should be

sold at the testator's death, and the rule in Howe v. Dartmouth did not apply.

* *

POWELL v. the Birmingham Vinegar Brewery Co.—T. 15; S. J. 10).—If A. has for many years made and widely sold a sauce under the name of "Yorkshire Relish," will the Court restrain B. from selling by the same name a sauce manufactured by him?—Yes, if the Court is satisfied that the natural and probable result of B.'s doing so will be to mislead purchasers, and so to deprive A. of business intended for him. So held by Stirling, J., in the above case. The plaintiff's "Yorkshire Relish" was not registered as a trade mark—indeed registration was not possible, since the words were mere fancy words and not registrable.

*

SMITH v. Thompson (W. N. 144).—If power is given to invest in such securities as the trustees shall "think fit," what do the words placed within inverted commas mean?—They mean, said Kekewich, J., as the trustees "shall honestly think fit," and that a trustee who received a commission for investing some of the trust funds in a certain security could not honestly think that the security was a proper one, and that he would therefore be liable for all loss arising from such investment.

SUPREME COURT OF CANADA.

VICTORIA HARBOUR LUMBER Co. v. Irwin.—Ontario.—Ottawa, May 6, 1895.—Contract—Sale of timber—Delivery—Time for payment—Premature action. By agreement in writing, I agreed to sell and the V. H. L. Co. to purchase timber to be delivered "free of charge where they now lie, within ten days from the time the ice is advised as clear out of the harbour so that the timber may be counted . . . "Settlement to be finally made inside of thirty days in cash less 2 per cent. for the dimension timber which is at St. John's Island." Held, affirming the decision of the Court of Appeal, that the last clause did not give the purchasers thirty days after delivery for payment; that it provided for delivery by vendors and payment by purchasers within thirty days from the date of contract; and that if purchasers accept the timber after the expiration of thirty days from such date, an event not provided for in the contract, an action for the price could be brought immediately after the acceptance. Appeal dismissed with costs. Laidlaw, Q. C., and Bicknell, for appellants. McCarthy, Q. C., and Edwards, for respondent.

ROBERTSON v. Grand Trunk Ry. Co.—Ontario.—June 24, 1895.—Construction of statute—Railway Act, 1888, s. 246, (3)—Railway Co.—Carriage of goods—Special contract—Negligence—Limitation of liability for. By s. 246 (3) of the Railway Act, 1888, 51 Vic., c. 29 (D), "every person aggrieved by any neglect or refusal in the premises, shall have an action therefore against the company, from which action the company shall not be relieved by any notice, condition or declaration if the damage arises from any negligence or omission of the company or of its servants." Held, affirming the Court of Appeal (21 Ont. App. R. 4) and of the Divisional Court (24 O. R. 75), that this provision does not disable a railway company from entering into a special contract for the carriage of goods and limiting its liability as to the amount of damages to be recovered for loss or injury to such goods arising from negligence. Vogel v. Grand Trunk Ry. Co. (11 Can. S. C. R. 612), and Bate v. Canadian Pacific Ry. Co. (15 Ont. App. R. 388) distinguished. The G. T. Ry. Co. received from R. a horse to be carried over its line and the agent

of the company and R. signed a contract for such carriage, which contained this provision: "The company shall in no case be responsible for any amount exceeding one hundred dollars for each and any horse," etc, Held, affirming the decision of the Court of Appeal, that the words "shall in no case be responsible" were sufficiently general to cover all cases of loss howsoever caused, and the horse having been killed by negligence of servants of the company, R. could not recover more than $100 though the value of the horse largely exceeded the amount. Appeal dismissed with costs, Moss Q. C., and Collier, for appellant. Osler, Q. C., and W. Nesbitt, for respondent.

*

TOWNSHIP OF COLCHESTER SOUTH v. Valid. — Ontario. — June 24, 1895. — Practice—Reference—Report of referee —Time for moving against—Notice of appeal—Cons, Rules 848, 849—Extension of time—Confirmation of report by lapse of time. In an action by V. against a municipality for damages from injury to property by the negligent construction of a drain, a reference was ordered to an official referee "for inquiry and report pursuant to sec. 101 of the Judicature Act, and rule 552 of the High Court of Justice." The referee reported that the drain was improperly constructed and that V. was entitled to $600 damages. The municipality appealed to the Divisional Court from the report, and the Court held that the appeal was too late, no notice having been given within the time required by Con. Rule 848, and refused to extend the time for appealing. A motion for judgment on the report was also made by V. to the Court, on which it was claimed on behalf of the municipality that the whole case should be gone into upon the evidence, which the Court refused to do. Held, affirming the decision of the Court of Appeal, that the appeal not having been brought within one month from the date of the report, as required by Cons. Rule 848, it was too late; that the report had to be filed before the appeal could be brought, but the time could not be enlarged by delaying in filing it; and that the refusal to extend the time was an exercise of judicial discretion with which this Court would not interfere. Held, also, Gwynne, J., dissenting, that the report having been confirmed by lapse of time and not appealed against, the Court on the motion for judgment was not at liberty to go into the whole case upon the evidence, but was bound to adopt the referee's findings and to give the judgment which those findings called for. Freeborn v. Vandusen (15 Ont. App. R. 267) approved of the followed. Appeal dismissed with costs.

*

LUNDY v. Lundy.—Ontario.—June 24, 1895.—Will—Devise—Death of testator caused by devisee—Manslaughter. In an action for a declaration as to title to land the defendant claimed under a deed from his brother, who derived title under the will of his wife for causing whose death he had been convicted of manslaughter and sentenced to imprisonment. Held, reserving the decision of the Court of Appeal, (21 Ont. App. R. 560) Taschereau, J, dissenting, and restoring the judgment of Mr. Justice Ferguson in the Divisional Court (24 O. R. 132) that the devices having caused the death of the testator by his own criminal and felonious act could not take under the will, and that in such case no distinction could be made between a death caused by murder and caused by manslaughter. Appeal dismissed with costs. S. H. Blake, Q. C., for the appellants. Aylesworth, Q. C., and Murphy, for the respondent.

*

BELL v. Wright—Ontario. 24 June, 1895.—Solicitor—Lien for costs—Fund in Court—Priority of payment—Set-off. In a suit for construction of a will and administration of testator's estate, where the land of the estate had been sold and the proceeds paid into court, J., a beneficiary under the will and entitled to a share in said fund, was ordered personally to pay certain costs to other beneficiaries. Held reversing the decision of the Court of Appeal (16 Ont. App. R. 335), that the solicitor of J. had a lien on the fund in Court for his costs as between

solicitor and client it priority to the parties who had been allowed costs against J. personally. Held also, that the referee before whom the administration proceedings were pending, had no authority to make an order depriving the solicitor of his lien, not having been so directed by the administration order, and there being no general order permitting such a general interference with the solicitor's *prima facie* right to the fund. Appeal allowed with costs.

*

LIGGETT v. Hamilton—Quebec June, 24 1895. — Partnership — Dissolution — Winding-up—Extra services of one partner—Contract to pay for.—L. and H. were partners in a business consisting of two branches, a dry goods branch under the care of H. and a branch for selling carpets which L. managed. The partnership having been dissolved each partner remained in charge of his own branch in order to wind it up, and in the final distribution L. charged against the firm a sum for commission on collections and charges of management in his branch. Held, affirming the decision of the Court of Queen's Bench, that there was no express agreement that L. was to be paid for extra service and none could be inferred from the circumstances; that L. when he undertook to wind up the carpet branch must be understood to have undertaken to do it gratuitously; and that he was not entitled to remuneration because the work proved more laborious than he anticipated. Appeal dismissed with costs.

*

O'DELL v. Gregory—Quebec—June 24, 1895.— Appeal— Jurisdiction— Future rights—R. S. C., c. 135, s. 29 (b)—56 Vic., c. 29 (D).—By R. S. C., c. 135, s. 29 (b), as amended by 56 Vic., c. 29 (D) an appeal will lie to the Supreme Court of Canada from judgments of the courts of highest resort in the Province of Quebec in cases where the amount in controversy is less than $2,000 if the matter relates to any titles to lands or tenements, annual rents and other matters or things where the rights in future might be bound. Held, that the words "other matters or things" mean rights of property analogous to title of lands, etc., which are specifically mentioned, and not personal rights; that "title" means a vested right or title already acquired though the enjoyment may be postponed; and that the right of a married woman to an annuity provided by her marriage contract in case she should become a widow is not a right in future which would authorise an appeal in an action by her husband against her for *separation de corps* in which, if judgment went against her the right to the annuity would be forfeited. Appeal quashed with costs.

*

BELANGER v. Belanger. — Quebec — Ottawa, June 26, 1895. — Contract —Proprietor of newspaper—Engagement to editor—Dismissal—Breach of contract. A. B. and C. B., who had published a newspaper as partners or joint owners, entered into a new agreement by which A. B. assumed payment of all the debts of the business, and became from that time sole proprietor of the paper, binding himself to continue its publication, and, in case he wished to sell out, to give C. B. the preference. The agreement also provided that: "3. Le dit Louis Charles Belanger devient, a partir de ce jour, directeur et redacteur du dit journal, son nom devant paraitre comme directeur en tet du dit journal, et pour ses services et son influence comme tel, le dit Louis Arthur Belanger lui alloue $400 par annee, tant par impressions, announces, etc., qu'en argent jusqu'au montant de cette somme, et le dit Louis Arthur Belanger na pourra mettre fin a cet engagement sans le consentment du dit Louis Charles Belanger." The paper was published for some time under this agreement as a supporter of the Liberal party, when C. B., without instructions from or permission of A. B., wrote editorial articles violently opposing the candidate of that party at an election, and was dismissed from his position on the paper. He then brought an action against A. B., to have it declared that he was "redacteur et directeur" of the

newspaper, and claiming damages. Held, reversing the decision of the Court of Queen's Bench, that C. B. was rightly dismissed; that by the agreement he became the employee of A. B., the owner of the paper: and that he had no right to change the political complexion of the paper without the owner's consent. Appeal allowed with cost. White, Q. C., for the appellant. Brown, Q. C., for the respondent.

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MURPHY v. Bury.—Quebec—May 6, 1895.—Signification of transter, necessary condition precedent to vest right of action—Partnership transaction in real estate—Act of resiliation, effect of. The signification of a transfer or sale of a debt or right of action is a condition precedent absolutely required to vest the transferee or purchaser with the full right of action against the debtor, and the necessity of such signification is not removed by proof of knowledge by the debtor of the transfer or sale. The want of such signification is put in issue by a *défenser au fond en fait*. M. and B. entered into a speculation together in the purchase of a property known as the H. property. The title to the property was taken in the name of B. and the first instalment of the purchase money was acquired from one P. A. M., brother of M., to whom B. gave an obligation therefor. B. then transferred to M. a half interest in the property. As the remaining instalments of the purchase money fell due, suits were taken by the vendor against B. As fast as these demands assumed the form of judgments, M. advanced the requisite amount and took a transfer of them, as he did also of P. A. M.'s obligation against B., but without any signification in either case. Subsequently, by a formal act of resiliation, B. and M. annulled the transfer of the half interest in the property made by B. to M., and formally relieved M. of all further obligation as proprietor *par indivis* for further advances toward the balance due the vendor, and threw the burden of providing it entirely upon B. Held, affirming the judgment of the Court of Queen's Bench for Lower Canada (appeal side), that the act of resiliation and the replacement of the title which is effected into the name of B., was a virtual abandonment on the part of M. of all previous investments made by him in the property or in the claims of others against that property, of which he might have taken transfers. Appeal dismissed with costs. Beique, Q. C., and Monk, Q. C., for appellant. Barnard, Q. C., for respondent.

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ARCHIBALD v. Delisle. — Baker v. Delisle. — Moat v. Delisle.— Quebec.— June 25, 1895.—Costs, Appeal for when it lies—Action in warranty—Proceedings taken by warrantee before judgment in principal demand — Joint speculation— Partnership or ownership *par indivis*. Though an appeal will not lie in respect of costs only, yet when there has been a mistake upon some matter of law, or of principal which the party appealing has an actual interest in having reviewed, and which governs or affects the costs, the party prejudiced is entitled to have the benefit of correction by appeal. It is only as regards the principal action that the action in warranty is an incidental demand. Between the warrantee and the warrantor it is a principal action, and may be brought after judgment in the principal action, and the defendant in warranty has no interest to object to the manner in which he is called in, where no question of jurisdiction arises and he suffers no prejudice thereby. But if a warrantee elect to take proceedings against his warrantors before he has himself been condemned, he does so at his own risk, and if an unfounded action has been taken against the warrantee, and the warrantee does not get the costs of the action in warranty included in the judgment of dismissal of the action against the principal plaintiff, he must bear the consequences. W. and D. entered a joint speculation in the purchase of real estate; each looked after his individual interests in the operations resulting from this co-partnership; no power of attorney or authority was given to enable one to act for the other, and

they do not consider that any such authority existed by virtue of the relations between them; all conveyances required to carry out sales were executed by each for his undivided interest. Upon the death of W. and D. the business was continued by their representatives on the same footing, and the representatives of W. subsequently sold their interest to T. W., who purchased on behalf of and to protect some of the legatees of W., without any change being made in the manner of conducting the business. A bookkeeper was employed to keep the books required for the various interests, with instructions to pay the moneys received at the office of the co-proprietors into a bank, whence they were drawn upon cheques bearing the joint signatures of the parties interested, and the profits were divided equally between the representatives of the parties interested, some in cash, but generally by cheques drawn in a similar way. M. N. D., who looked after the business for the representatives of D., paid diligent attention to the interests confined to him, and received their share of such profits, but J. C. B., who acted in the W. interest, so negligently looked after the business, as to enable the bookkeeper to embezzle moneys which represented part of the share of the profits coming to the representatives of W. In an action brought by the representatives of W., to make the representatives of D. bear a share of such losses, Held, affirming the judgment of the Superior Court and of the Superior Court sitting in review, that the facts did not establish a partnership between the parties, but a mere ownership *par indivis*, and that the representatives of D. were not liable to make good any part of the loss, having by proper vigilance and prudence obtained only the share which belonged to them. Even if a partnership existed there would be none in the moneys paid over to the parties after a division made. Geoffrion, Q. C., and Abbott, Q. C., for the appellants. Beique, Q. C., and Lafleur for the respondent.

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DONOHOE v. Hull.—N W. Territories. —June 26, 1895.—Husband and wife—Purchase of land by wife—Re-sale—Garnishment of purchase money on —Debt of husband—Practice—Statute of Elizabeth — Hindering or delaying creditors. D. having entered into an agreement to purchase land, had the conveyance made to his wife, who paid the purchase money, and obtained a certificate of ownership from the registrar of deeds, D. having transferred to her all his interest by deed. She sold land to M. and executed a transfer acknowledging payment of the purchase money, which transfer in some way came into the possession of M's solicitors, who had it registered and a new certificate of title issued in favor of M., though the purchase money was not, in fact, paid. M's solicitors were also solicitors of certain judgment creditors of D., and judgment having been obtained on their debts, the purchase money of said transfer was attached in the hands of M., and an issue was directed as between the judgment creditors and the wife of D. to determine the title to the money under the garnishee order, and the money was, by consent, paid into court. The judgment creditors claimed the money on the ground that the transfer of the land to D.'s wife was voluntary and void under the statute of Elizabeth, and that she therefore held the land and was entitled to purchase money on the re-sale, as trustee for D. Held, reversing the decision of the Supreme Court of the North West Territories, that the garnishee proceedings were not properly taken; that the purchase money was to have been paid by M. on delivery of the deed of transfer and the vendor never undertook to treat him as a debtor; that if there was a debt it was not one which D., the judgment debtor as against whom the garnishee proceedings were taken, could maintain action on in his own right and for his own exclusive benefit; and that D.'s wife was not precluded, by having assented to the issue and to the money being paid into court, from claiming that it could not be attached in these proceedings. Held, also, that under the evidence given in the case, the original transfer to the wife of D. was *bona fide*; that she paid for the land with her own money and

bought it for own use; and that if it was not *bona fide* the Supreme Court of the Territories, though exercising the functions and possessing the powers formerly exercised and possessed by courts of equity, could not, in these statutory proceedings, grant the relief that could have been obtained in a suit in equity. Appeal allowed with costs. Armour, Q. C., for the appellant. Gibbons, Q. C., for the respondents.

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TORONTO R'Y Co. v. The Queen.—Exchequer Court — June 26, 1895. —Customs duties—Exemption from duty —Steel rails—For use on railway tracks—Rails for street railway—Customs Tariff Act, 50 and 51 Vic., c. 39, item 173. By item 173 of the Customs Tariff Act, (50 and 51 Vic. c. 39 (D), steel rails weighing not less than twenty-five pounds per lineal yard, for use on railway tracts, are exempt from duty. Held, affirming the decision of the Exchequer Court (4 Ex. C. R, 262), Strong, C. J., and King, J., dissenting, that this exemption does not apply to rails for use on street railway tracks. Appeal dismissed with costs, Robinson, Q. C., and Osler, Q.C., for the appellants. Newcombe, Q.C., Deputy Minister of Justice, and Hodgins, for the respondent.

ONTARIO CASES.

QUEEN'S BENCH DIVISION.

REGINA v. Verral—The Justices in Banc, 14th December, 1895.—Evidence —Prosecution for indictable offence—Foreign commission—Order for—Time —Preliminary enquiry—Use of evidence—Criminal Code, s. 683—Return of commission. Section 683 of the Criminal Code is merely an extension of the provision made by s. 681 for procuring the evidence of a person dangerously ill, to the procuring of the evidence of a person residing out of Canada. Section 681 had its origin in 43 V. c. 35, and, reading its provisions in the light of the preamble to the Act, it is clear that the statement for the taking of which provision is therein made may be used as evidence at any stage of the inquiry relating to an indictable offence. The time at which an order may be applied for under s. 683 does not differ from that under s. 681; the kind of evidence to be given in each case is substantially the same; and the words "for which a prosecution is pending" in s. 683 do not differ from s. 681. The order of MacMahon, J., 16 P. R. 444, allowing the Crown to issue a commission to take evidence abroad, pending the preliminary inquiry before a police magistrate upon an information against the defendant for an indictable offence, was applied for and obtained at a proper time and under circumstances warranting the application and order; and, although the use to be made of the evidence to be procured under it could not affect its validity, such evidence might be given relating to the offence or to the accused—a provision enabling it to be used as well before the grand jury as at the trial not preventing its being used at any other time, if required. The order, however, should provide that the commission be returned into a High Court, and ought not to limit the use of the evidence.

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HUNTER v. Stark.—Boyd, C., December 10, 1895. — Counterclaim — Recovery of land—Joinder of causes of action—Rule 341 — Mortgage action — Leave. A counterclaim for the recovery of land is an action for the recovery of land, within Rule 341 as to joinder of causes of action. Compton v. Preston, 21 Ch. D. 138, followed. And a counterclaim for foreclosing and recovery of possession of

mortgaged premises is within the exception contained in Rule 341 (a). And where the plaintiff sought a mortgage account and redemption, and the defendant counterclaimed for foreclosure and possession:—Held, that if leave were necessary, it was a proper case for granting it, the rights being correlative.

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FERGUSON v. Township of Southwold. —Chancery Division — The Divisional Court, December 5th, 1895.—Municipal corporations—Negligence—Way—Want of repair — Overhead obstruction — Liability—Finding of jury—Contributory negligence — Damages. If something exists or is allowed to remain above a highway which interferes with its ordinary and reasonable use, this constitutes want of repair and a breach of duty on the part of the municipality having jurisdiction over the highway. A branch of a tree growing by the side of a highway extended over the line of travel at a height of about eleven feet. The plaintiff, in endeavouring to pass under the branch on the top of a load of hay, was brushed off by it and injured. Held, that the jury having found that the highway was out of repair, and the defendants having had notice of the position of the branch, they were liable, in the absence of contributory negligence. Embler v. Town of Wallkill, 57 Hun 384, specially referred to. The question whether a highway is out of repair is a question for the jury. Derochie v. Town of Cornwall, 21 A. R. 278, followed. It appeared by the evidence that the plaintiff had hauled hay upon this road and passed this particular place not long before; that he and another man who was on the load with him, when approaching the branch, observed the situation, but concluded they could pass in safety; that the other man did pass safely under the branch; and that the plaintiff, instead of lying close to the hay, put up his feet to raise the limb, which he failed to do. Held, that the plaintiff was not called upon to do the very best and wisest thing; and upon this evidence, the Court could not interfere with the finding of the jury that the accident might not have been avoided by the exercise of reasonable care on the part of the plaintiff. Connell v. Town of Prescott, 22 S. C. C. at pp. 162-3, referred to. Held, also, upon the evidence, that the sum assessed as damages, $1,200, was not so excessive as to warrant the Court in interfering.

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MCCULLOUGH v. Anderson. — Damages — Negligence — Evidence — Jury— Excessive damages. This was an action to recover damages for injuries received by the plaintiff, while in the service of the defendants as a farm hand, from a kick of a horse. At the trial the jury found for the plaintiff and assessed the damages at $800. A motion by the defendant to set aside the verdict and dismiss the action or for a new trial was refused, Robertson J., dissenting. Upon the question of damages the following observations were made by Ferguson, J.—It was also contended that the damages awarded are excessive in amount. As the authorities stand at present, it is, I think, in the power of the Court to interfere where the damages are plainly excessive in amount, and the Court can see that such interference would be right and necessary to the ends of justice between the parties; but I do not see the way to interfere, or that the Court should interfere, in the present case. All the evidence as to the extent of the injury sustained by the plaintiff and the circumstances in which he received the injury went fairly and properly to the jury. Some of the evidence was intended to show, and went to show, that the injury was not of a serious character, and that part of the plaintiff's suffering, inconvenience, expenses, and loss was attributable to the former injury received by him. Some of it went to show that the injury was of a serious character, and that his suffering, inconvenience, expenses, and loss were not in any part or degree attributable to a former injury received by him. The jury, with all this before them, assessed the damages at a sum which, when the circumstances and surroundings of the parties are considered,

appears too large, it is true, but, as I think, not so large as to be unconscionable, or to shock one's ideas of right and wrong. It is not a case in which any legal measure of damages is afforded by which the Court can say that the jury was wrong.

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HENDERSON v. Henderson.—Limitation of actions—R. S. O. c. 111, s. 5, s.s. 1; ss. 13, 14, 15 — Purchase of farm—Possession by son of purchaser—Payment of mortgage — Contribution by son — "Profits of the land" — "Rent." In March, 1881, the testator purchased a farm and had it conveyed to himself. In April, 1881, one of his sons, with the testator's assent, given after a conference with his other sons, went into possession of the farm, upon an understanding that he should contribute such sum as could be spared off the farm, after its yielding a living for him, towards payment of the mortgage thereon, until the mortgage should be paid, when he was to have the farm. He continued in actual possession and occupation from April, 1881, till his death in November, 1892. He contributed in all $1,900 towards payment of the mortgage, and with his contributions and payments made by his father, the mortgage was paid off, after which he asked his father for a conveyance. His father declined, but said he would leave him the farm by will. He died before his father, leaving all his property by will to his wife and child. After his death his father made a will leaving the farm to the plaintiffs, and died in 1894, the son's widow continuing in possession. In an action of ejectment brought against her by the plaintiffs: Held, Meredith, J., dissenting, that on the purchase by and conveyance to the father of the farm, the law put him into possession of it, there being no other person in possession in fact; that when the son went into possession, the father's possession ceased, and he was not thereafter in receipt of the "profits of the land," within the meaning of s. 5, s.-s. 1, of the Real Property Limitation Act, R. S. O. c. 111; that the son was not a tenant from year to year nor a lessee, and the money he contributed was not "rent," within the meaning of s. 14; nor was such money "rent" or "profits of the land," within the meaning of s. 5, s.-s 1, or in any way; and there being no acknowledgment by the son in writing within the meaning of s. 13, nor anything else which could stop the running of the statute, the title of the father was extinguished, under s. 15 of the Act, at least six months before the death of the son.

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STEPHENS v. Beatty. — Will — Construction — "Who may then be the heirs-at-law" — Deed — Delivery — Operation — Trusts and trustees—Limitation of actions — Trustees Act, 1891, s. 13, s.-s. 1 (a), (b)—Commencement of statute — Balance in trustee's hands — Letter — Acknowledgement — Estoppel. The father of the plaintiff's deceased husband, by his will, left all his property to trustees, of whom the defendant was the survivor, in trust to convey and transfer it, after the death of his wife, unto all his surviving children, share and share alike, and their heirs forever; and by, a codicil, directed that the share of the plaintiff's husband should not be paid over or conveyed to him, but kept invested by the trustees, and the income paid to him during his life for his sole benefit, and after his death that such share should be paid over or conveyed to those "who may then be the heirs at law of my said son," share and share alike. The property in the hands of the defendant, as surviving trustee, at the time of the death of this son was all real estate. Held, *per* MacMahon, J., the Judge at the trial, that the words above quoted signified those who would take real estate as upon an intestacy. Coatsworth v. Carson, 24 O. R. 185, followed. The testator died in July, 1875, and his widow before the 1st August, 1876; the plaintiff's marriage to the son took place in July, 1885; and the son died in September, 1886, leaving no issue. By an ante-nuptial contract the son assigned and conveyed to the plaintiff all his interest in the estate of his father. By deed dated 1st August, 1885, the children of the testator made a

partition of the lands among themselves, the trustees joining in the deed, which provided that the lands thereby assigned as the share of the plaintiff's husband should be held and retained by the trustees on the trusts set forth in the codicil. By deed dated the 2nd March, 1887, the defendant, as surviving trustee, conveyed the lands so retained to the brother and sisters of the plaintiff's husband as his heirs and heiresses-at-law. This deed was, on the day of its date, signed and sealed by the defendant, and delivered by him to a person acting on behalf of the grantees, and wholly left the possession of the defendant on that day, and there was nothing to show that he did not intend it to operate immediately. Held, by the Divisional Court, that it took effect from the day of its date. In this action, begun on the 8th July, 1893, the plaintiff sought an account of the defendant's dealings with the estate of the testator, and a transfer and conveyance to her of her husband's share. The defendant pleaded the Trustee Act, 1891, s. 13, s.-s. 1 (a), in the bar of the action. Held, notwithstanding that a small balance of $6.35, ascertained as early as the 3rd February, 1887, remained in the defendant's hands until the 21st July, 1887, that the statute began to run in his favor on the 2nd March, 1887, — assuming a breach of trust on that day—and the plaintiff's action was barred before it was begun. On the 27th September, 1892, the defendant wrote a letter to the plaintiff's solicitors in which he stated that all the affairs of the estate between himself, as trustee, and the heirs were wound up "as long ago as July, 1887;" that he could not see that he had anything to do with the matter, as all properties concerning which he had any trust were conveyed to the heirs at that time; and any claim the plaintiff might think she had must be settled with them, as he had no connection with any such since the date referred to." Held, that this was not an acknowledgment which had the effect of taking the case out of the operation of the statute. Held, also, that the defendant was not estopped by the letter from saying that the conveyance was as early as the 2nd March, 1887. Judgment of MacMahon, J., affirmed.

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MUNRO v. ORR.—13th December, 1895. — Summary judgment — Rule 738 — Unconditional leave to defend. Rule 739 was made to prevent defences being set up against good faith for the mere purpose of gaining time. Where the defendant shows a good defence, he should be allowed to defend unconditionally. Upon a motion for summary judgment under that Rule, in an action upon the covenant for payment in a mortgage, the defendant swore that he had a good defence on the merits, and that the mortgage was signed by him on the express understanding that he was not to be personally liable. This was supported by the affidavit of another person; and it also appeared that the blanks in the printed form of covenant contained in the mortgage had not been filled up. Held, that the defendant should have unconditional leave to defend.

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IN CHAMBERS.

IN *re* Galway. — Boyd, C., 10th December. 1895.—Devolution of Estates Act — Widow — Dower — Election — Money in Court. Where a widow desires to take, under the Devolution of Estates Act, her interest in the proceeds of her husband's undisposed of real estate, in lieu of dower, she must so elect by an attested instrument in writing, pursuant to s 4, s.-s. 2, even where the lands have been sold under an order of the Court at her instance, free from her dower, and the proceeds are in Court.

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ASHCROFT v. Tyson. — Security for costs—Action for penalty—Rule 1244—Time — Default — Dismissal of action —Indulgence—Merits. An order under Rule 1244 for security for costs in an action for a penalty may properly contain provisions limiting the time for giving security and for dismissal of an action, without further order, upon default; and

such an order, not appealed against, is conclusive between the parties as to all its terms. Thompson v. Williamson, 16 P. R. 368, distinguished. The action was brought against justices of the peace to recover a penalty for non-return of a conviction of the plaintiff, the error of the defendants being merely clerical, and one not prejudicing the plaintiff. Held, not a case in which the indulgence of extending the time for giving security should be granted to the plaintiff.

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WHEELER v. Wheeler. — Writ of summons — Service out of jurisdiction —Alimony—Contract — Marriage—Law Courts Act, 1895, s. 28. The right to alimony is not based on contract, but on the special statutory provisions now found in s. 29 of the Judicature Act, R. S. O. c. 44. Alimony, when granted, is not to be classed either as "debt" or "damages," terms which define the scope of s. 28 of the Law Courts Act, 1895, providing for the allowance of service out of the jurisdiction of a writ of summons where the plaintiff has a good cause of action upon a contract, and the defendant has assets in Ontario; it is that allowance to which a married woman is entitled upon separation from her husband. Magurn v. Magurn, 3 O. R. 579; Keith v. Keith, 25 Gr. 113; and Hooper v. Hooper, 3 Sw. and Tr. 256, followed. Service of writ of summons out of the jurisdiction in an action for alimony disallowed.

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REES v. Carruthers. — Settlement of action—Dispute — Summary trial— Stay of proceedings — Costs. The Court has jurisdiction to stay proceedings in any action which has been compromised, where no terms of the compromise go beyond what is in controversy in the action. And where, in an action of slander, the plaintiff excused his non-prosecution by alleging that an agreement had been entered into between himself and the defendant by which the action was to be dropped and $10 costs to be paid by the defendant, which agreement was denied by the defendant, an order was made directing a summary trial, or the trial by an issue upon oral evidence, of the question of the validity of the settlement; if the result should be a valid settlement, proceedings to be stayed perpetually and costs paid by defendant; if settlement invalid, action to be dismissed with costs to defendant.

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PORT ELGIN PUBLIC SCHOOL BOARD v. Eby.—Ferguson, J., December 12th, 1895.—Judgment — Power of judge to vary—Costs. The judgment of the trial judge, not drawn up or entered but indorsed upon the record, was in favor of the plaintiffs against all three defendants with costs. Upon motion of two of the defendants, the judgment was reversed as to them by a Divisional Court. Afterwards, the other defendants moved the trial judge to vary his judgment against them as to costs in accordance with what they considered should have been the judgment had it not been against them alone and in favor of the other defendants, they being administrators, and an administration order having been made before the trial. The judgment as pronounced, expressed precisely what the trial judge intended; there was no clerical error, inadvertence, or oversight. Held, that the judge had no power to vary his judgment.

WINTER ASSIZES.

WHERE HELD.	DATE.	JUDGE.
Hamilton	Monday, January 13th	Street, J.
London	" January 13th	Meredith, C. J.
Ottawa	" January 13th	Falconbridge, J.
Toronto 1st week	" January 13th	Armour, C. J.
" 2nd week	" January 20th	Ferguson, J.
" 3rd week	" January 27th	Meredith, C. J.

SPRING SITTINGS.

WHERE HELD.	Jury or Non-Jury.	DATE.	JUDGE.
Barrie	Jury	Monday, April 6th	Armour, C. J.
"	Non-Jury	" February 17th	Meredith, C. J.
Belleville	Jury	" May 18th	MacMahon, J.
"	Non-Jury	" March 9th	Meredith, C. J.
Berlin	Both	" March 30th	Rose, J.
Bracebridge	Both	Tuesday, July 7th,	Ferguson, J.
Brampton	Both	Monday, May 4th	Meredith, J.
Brantford	Jury	" April 13th	Meredith, J.
"	Non-Jury	" February 17th	Rose, J.
Brockville	Jury	" February 3rd	Street, J.
"	Non-Jury	" February 24th	Rose, J.
Cayuga	Both	" March 30th	Meredith, C. J.
Chatham	Jury	" March 9th	Boyd, C.
"	Non-Jury	" February 10th	Armour, C. J.
Cobourg	Jury	" February 10th	Ferguson, J.
"	Non-Jury	" March 9th	Robertson, J.
Cornwall	Jury	" March 30th	MacMahon, J.
"	Non-Jury	" February 3rd	Falconbridge, J.
Goderich	Jury	" May 11th	Meredith, C. J.
"	Non-Jury	" March 23rd	Falconbridge, J.
Guelph	Jury	" March 16th	Armour, C. J.
"	Non-Jury	" April 20th	Meredith, J.
Hamilton	Jury	" May 11th	Street, J.
"	Non-Jury	" April 13th	MacMahon, J.
Kingston	Jury	" March 23rd	Robertson, J.
"	Non-Jury	" April 20th	Meredith, C. J.
Lindsay	Jury	" June 8th	Street, J.
"	Non-Jury	" April 20th	MacMahon, J.
London	Jury	" May 11th	Falconbridge, J.
"	Non-Jury	" February 24th	Armour, C. J.
L'Original	Both	Thursday, January 30th	Robertson, J.
Milton	Both	Monday, February 3rd	Ferguson, J.
Napanee	Both	" March 2nd	Ferguson, J.
Orangeville	Both	" March 16th	Ferguson, J.

SPRING SITTINGS—Continued.

WHERE HELD.	Jury or Non-Jury.	DATE.	JUDGE.
Ottawa	Jury	Monday, April 13th	Robertson, J.
"	Non-Jury	" March 9th	Rose, J.
Owen Sound	Jury	" February 10th	Meredith, J.
"	Non-Jury	" June 1st	MacMahon, J.
Parry Sound	Both	Tuesday, July 14th	Ferguson, J.
Pembroke	Both	" February 18th	Robertson, J.
Perth	Both	Monday, April 6th	MacMahon, J.
Peterborough	Jury	" April 13th	Rose, J.
"	Non-Jury	" March 2nd	Robertson, J.
Picton	Both	" April 20th	Boyd, C.
Port Arthur	Both	Tuesday, June 16th	Armour, C. J.
Rat Portage	Both	" June 23rd	Armour, C. J.
Sandwich	Jury	Monday, February 3rd	Meredith. J.
"	Non-Jury	" March 23rd	Boyd, C.
Sarnia	Jury	" February 17th	Armour, C. J
"	Non-Jury	" April 6th	Falconbridge, J.
Sault Ste. Marie	Both	Tuesday, June 9th	Armour, C. J.
Simcoe	Jury	Monday, February 24th	MacMahon, J.
"	Non-Jury	" March 30th	Armour. C. J.
Stratford	Jury	" March 2nd	Meredith, C. J.
"	Non-Jury	" April 6th	Rose, J.
St. Catharines	Jury	" March 2nd	Boyd, J.
"	Non-Jury	" May 4th	Ferguson, J.
St. Thomas	Jury	" February 10th	Boyd, C.
"	Non-Jury	" March 16th	Street, J.
Toronto (Civil) 1st week	Non-Jury	" February 17th	MacMahon, J.
" " 2nd week	Non-Jury	" February 24th	Falconbridge, J.
" " 3rd week	Non-Jury	" March 2nd	Meredith, J.
" " 4th week	Non-Jury	" March 9th	Meredith, J.
" " 5th week	Non-Jury	" March 16th	Robertson, J.
" " 6th week	Non-Jury	" March 23rd	Armour, C. J.
" " 7th week	Non-Jury	" March 30th	Street, J.
" " 8th week	Non-Jury	" April 6th	Street, J.
" " 9th week	Non-Jury	" April 13th	Boyd, C.
" " 10th week	Non-Jury	" April 27th	Robertson, J.
" " 11th week	Non-Jury	" May 4th,	Armour, C. J.
" " 1st week	Jury	" February 24th	Robertson, J.
" " 2nd week	Jury	" March 2nd	MacMahon, J.
" " 3rd week	Jury	" March 9th	Ferguson, J.
" " 4th week	Jury	" March 16th	Meredith, J.
" " 5th week	Jury	" March 23rd	Street, J.
" " 6th week	Jury	" March 30th	Falconbridge, J.
" " 7th week	Jury	" April 6th	Meredith, C. J.
" (Criminal) 1st week	Jury	" April 27th	Ferguson, J.
" " 2nd week	Jury	" May 4th	Boyd, C.
" " 3rd week	Jury	" April 27th	Robertson, J.
" " 4th week	Jury	" May 18th	Meredith, C. J.
" " 5th week	Jury	" May 25th	MacMahon, J.
Walkerton	Jury	" April 13th	Ferguson, J.
"	Non-Jury	" February 10th	Street, J.
Welland	Both	" April 27th	Boyd, C.
Whitby	Jury	" March 16th	Falconbridge, J.
"	Non-Jury	" April 27th	Street, J.
Woodstock	Jury	" April 27th	Meredith, J.
"	Non-Jury	" February 17th	Falconbridge, J.

SITTINGS OF COURTS.—1896.

Supreme Court of Canada.

FEBRUARY 18 — Tuesday. — May 5— Tuesday. — October 6 — Tuesday. Last day for filing cases for February sittings —Tuesday, January 28. Last day for filing factums — Saturday February 1. Last day for inscribing appeals—Monday, February 3.

Exchequer Court of Canada.

SPECIAL sittings will be held on dates to be fixed, provided some case or matter is entered for trial or set down for hearing in the office of the Registrar of the Court (Mr. L. A. Audette) at Ottawa at least ten days before the day appointed for such sitting.

TORONTO ADMIRALTY DISTRICT.

SITTINGS of Court fixed on order of Local Judge when cases ready for trial. Chambers are held at the same time and place as County Court Chambers.

Court of Appeal.

JANUARY 14—Tuesday. March 3— Tuesday. May 12 — Tuesday. September 1 — Tuesday. November 10 — Tuesday. Last day for service of notice of hearing for January sittings—Saturday, January 4. During the sittings of the Court, Division Court Appeals and Chamber applications are heard on Saturdays. When the Court is not sitting, any day can be arranged for, at the convenience of the Judge.

High Court of Justice.

(CHANCERY DIVISIONAL COURT.)

FEBRUARY 20 — Thursday. May 25 — Monday. December 3 — Thursday. Last day for service of notice of motion against a judgment, or for a new trial, for February sittings—Tuesday, February 11. Last day for setting down appeals— Monday, February 17. Last day for service of notice of appeal from a Judge in Chambers — Monday, February 17. Last day for setting down same—Wednesday, February 19.

(QUEEN'S BENCH AND COMMON PLEAS DIVISIONAL COURTS.)

HILARY — February 3 — Monday. Easter—May 18—Monday. Michaelmas —November 16 — Monday. Last day for service of notice of motion against a judgment, or for a new trial, for February sittings—Friday, January 24. Last day for setting down appeals — Thursday, January 30. Last day for service of notice of appeal from a Judge in Chambers—Thursday, January 30. Last day for setting down same—Saturday, February 1.

WEEKLY COURT.

A JUDGE sits at Osgoode Hall every week except during vacation. The business is taken as follows: Monday and Friday, Chamber business—motions first, appeals afterwards. Tuesday, Wednesday and Thursday, Court business,

CHAMBERS.

MR. JOHN WINCHESTER, Master in Chambers, holds Chambers every day at 11 a. m., except during vacation.

WINTER ASSIZES.

COMMENCING January 13th, 1896.— Jury cases only. Toronto, — Civil, Armour, C. J. Toronto, — Criminal, Armour, C. J. Hamilton.—Civil, Street, J. London, — Civil, Meredith, C. J. London, — Criminal, Meredith, C. J. Ottawa.—Civil, Falconbridge, J.

County Courts.

(In all Counties except Algoma, Bruce, Grey, Manitoulin, Middlesex, Muskoka, Nipissing, Peterboro, Rainy River, Renfrew, Thunder Bay and York, for which see below.)

(a) JURY CASES.

TUESDAY, 9th June and 8th December.

(b) NON-JURY CASES.

TUESDAY, 7th April and 6th October.

(c) TERM MOTIONS, APPLICATIONS FOR NEW TRIALS, AND SITTINGS OF SURROGATE COURTS.

MONDAY, 13th January, 6th April, 6th July, 5th October.

District of Algoma.

JURY CASES.

AT Sault Ste. Marie.—Tuesday, 9th June.—Tuesday, 10th November. Other sittings same as (b) and (c) above.

County of Bruce.

NON-JURY CASES.

THE first Tuesday in each month, except in July and August. Other sittings same as (a) and (c) above.

District of Manitoulin.

JURY CASES.

AT Gore Bay. Tuesday, 26th May. Tuesday, 3rd November.

County of Middlesex.

JURY CASES.

MONDAY, 1st June and 7th December. Other sittings same as (b) and (c) above.

District of Muskoka.

JURY AND NON-JURY CASES.

TUESDAY, 16th June and 17th November. Other sittings same as (c) above.

District of Nipissing.

JURY CASES.

TUESDAY, 9th June and 10th November. Other sittings same as (b) and (c) above.

County of Peterboro.

NON-JURY CASES.

9TH January, 5th March, 7th April, 4th June, 6th October and 5th November. Other sittings same as (a) and (c) above.

District of Rainy River.

JURY CASES.

AT Rat Portage.—Tuesday, 2nd June, Tuesday, 13th October.

County of Renfrew.

JURY CASES.

TUESDAY, 2nd June and 1st December. Other sittings same as (b) and (c) above.

District of Thunder Bay.

JURY CASES.

AT Port Arthur.—Tuesday, 19th May, Tuesday, 10th November.

County of York.

JURY AND NON-JURY CASES.

TUESDAY, 3rd March, 12th May, 8th September, and 1st December. Last day for serving notice of trial for next sittings, 22nd February. Last day for entering cases, 29th February. Last day for passing records, 2nd March.

NON-JURY CASES,—SPECIAL SITTINGS.

MONDAY, 3rd February, 13th April, and 19th October.

TERM MOTIONS, APPLICATIONS FOR NEW TRIALS, AND SITTINGS OF SURROGATE COURTS.

MONDAY, 13th January, 6th April, 8th June, and 12th October.

General Sessions.

THE Court of General Sessions of the Peace sits on the same days as the County Court jury sittings in each county.

Heirs, Devisee and Assign Commission.

THE Leiut.-Governor may issue commissions to the Judges of the Supreme Court of Judicature for Ontario, and to such other persons as he may think fit, and these Commissioners are styled, "The Heirs, Devisee and Assignee Commissioners." Mr. C. A. Steward, Osgoode Hall, Toronto, is clerk of the commission. When there is any case to be heard, one or more of these Commissioners will sit at Toronto on the first Monday in January and the first Monday in July in each year, and on the thirteen days next following the said days respectively, Sundays and holidays excepted. [The most recent cases before this Commission have been heard by Hon. Mr. Justice Osler].

Law Society of Upper Canada.

MEETINGS OF CONVOCATION.

Hilary Term, February 3, 4, 7, 14.
Easter Term, May 18, 19, 22, 29, June 5.
Half-yearly Meeting, June 30.
Trinity Term, September 14, 15, 18, 25.
Michaelmas Term, November 16, 17, 20, 27, Dec. 4.
Half-yearly meeting, Dec. 29.

Spring Sittings of High Court of Justice.

THE SITTINGS OF THE WEEKLY COURT AT LONDON AND OTTAWA WILL BE HELD ON THE FOLLOWING DATES:

LONDON.

Tuesday, 7th January.
" 14th "
" 21st "
" 28th "
" 4th February.
Friday, 14th "
" 21st "
Tuesday, 25th "
Friday, 6th March.
Friday, 13th March.
" 20th "
" 27th "
Tuesday, 31st "
Friday, 10th April.
" 17th "
Tuesday, 21st "
" 28th "
Friday, 1st May.
" 8th "
Tuesday, 12th "
" 19th "
" 26th "
" 2nd June.
" 9th "
" 16th "
" 23rd "

OTTAWA.

Tuesday, 7th January.
" 14th "
" 21st "
" 28th "
" 4th February.
" 11th "
Monday, 17th "
Friday, 28th "
" 6th March.
Tuesday, 10th "
Friday, 20th "
Tuesday, 24th "
" 31st "
Friday, 10th April.
Tuesday, 14th "
" 21st "
" 28th "
" 5th May.
" 12th "
" 19th "
" 26th "
" 2nd June.
" 9th "
" 16th "
" 23rd "

Jan. 1st. 1896.

GEO. S. HOLMSTED,
Clerk of H. C. J.

DIVISION COURTS.

COUNTY OF YORK.

Division Court Clerks and P. O. Addresses.

No. 1. A. McLean Howard....Toronto
No. 2. John Stephenson....Unionville
No. 3. J. M. Lawrence..Richmond Hill
No. 4. David Lloyd.....Newmarket
No. 5. Warren P. Cole, Sutton West P.O.
No. 6. Arthur Armstrong...Lloydtown
No. 7. John Nattrass.....Woodbridge
No. 8. John Linton...Toronto Junction
No. 9. J. H. Richardson, West Hill P.O.
No.10 E. H. Duggan,.....Toronto

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Registrars of Deeds.

Inspector of Registry Offices:

DONALD GUTHRIE, Q.C., Guelph.

Algoma....R. A. Lyon, Sault Ste. Marie
Brant.....Wm. B. Wood, Brantford
Bruce.....D. Sinclair, Walkerton
Carleton.....P. Coffee, Ottawa
Dufferin.....Wm. McKim, Orangeville
Dundas.....T. McDonald, Norrisburg
Durham, E.....G. C, Ward, Port Hope
Durham, W.,J. W. McLaughlin, Bowm'vle
Elgin.....James H. Coyne, St. Thomas
Essex.....J. W. Askin, Sandwich
Frontenac....J. D. Thompson, Kingston
Glengarry....John Simpson, Alexandria
Grenville.....Patrick McCrea, Prescott
Grey, N.....R. McKnight, Owen Sound
Grey, S.....Thomas Lauder, Durham
Haldimand.....Wm. Parker, Cayuga
Haliburton.....,E. C. Young, Minden
Halton. .....Donald Campbell, Milton
Hastings. ....Henry W. Day, Belleville
Huron.....Goderich
Kingston...J. P. Gildersleeve, Kingston
Kent.....P. D. McKellar, Chatham
Lambton.....Arch. McLean, Sarnia
Lanark, N.....John Menzies, Almonte
Lanark, S.....James Bell, Perth
Leeds.....W. H. Cole, Brockville
Lennox & Addington...S. Gibson, Napanee
Lincoln. ....J. G. Currie, St. Catharines
London.....W. C. L. Gill, London
Manitoulin....D. R. Springer, Gore Bay
Middlesex, E. & N..Jno. Waters, London
Middlesex, W ....S. Blackburn, Glencoe
Muskoka.....J. E. Lount, Bracebridge
Nipissing.....Wm. Doran, North Bay
Norfolk.....A. J. Donly, Simcoe
Northumb'l'd, E...A. E. Mallory, Colborne
Northumb'l'd W...F. W. Field, Cobourg
Ontario.....John H. Perry, Whitby
Ottawa.....Alex. Burritt, Ottawa
Oxford.....G. R. Pattullo, Woodstock
Parry Sound..Thos. Kennedy, Parry Sound
Peel.....K. Chisholm, Brampton
Perth, N.....D. D. Hay, Stratford
Perth, S.....P. Whelihan, St. Marys
Peterborough. B. Morrow, Peterborough
Prescott.....J. Higginson, L'Orignal
Prince Edward....W. Mackenzie, Picton
Rainy River..F. J. Apjohn, Rat Portage
Renfrew .....Andrew Irving, Pembroke
Russell.....Jas. Keays, Duncanville
Simcoe .....Samuel Lount, Barrie
Stormont.....John C. Alguire, Cornwall
Thunder Bay..John M. Munro Port Arthur
Toronto, E.....Chas. Lindsey, Toronto
Toronto W.....Peter Ryan, Toronto
Victoria.....Chas. D. Barr, Lindsay
Waterloo.....Isaac Master, Berlin
Welland.....Jas. E. Morin, Welland
Wellington, N...John Anderson, Arthur
Wellington, S. & C.N. Higinbotham, Guelph
Wentworth.....Hamilton
York, E. & W...Jno. T. Gilmour, Toronto
York, N.....J. J. Pearson, Newmarket

LAW SCHOOL NOTES.

Law and Lawyers from a Student's Point of View.

THE law is a stern thing and deserves the serious attention of laymen and lawyers. The postulants of legal aspirants are sort of middlemen, and to them especially the law should be a serious study. They should carefully form their habits and select the paths they expect to tread after admission to the bar. The student's life should be one of training, legally, morally, mentally, financially, socially and judicially. Individually they must be sure they are planting their talents in the right kind of soil, encouraging within themselves a determination to reap a harvest. How many have plodded through law books for years and failed? How many have carried off the medals and honors at college and failed? How many, alas, have been disappointed in the hope that talents would command immediate success? But thousands have passed through the trials that beset the legal neophyte so that success crowned their efforts. Many of the grand army of the disappointed fail, not because they are lacking in "genuine talent," which they frequently have of a high order, but because there are so many other elements that should, but do not, enter into the calculation of the legal aspirant. Youth, for one thing, is too sanguine and expects too much. Some fail because of their bad personal habits. Some by infirm health and hard study and confinement are stricken down when life is in its bloom. Some are not politic enough to woo the world, but hold proudly aloof, trusting to their talents and knowledge, while the busy world goes bustling by without stopping to look at their credentials. Some stray into the flowery paths of literature, and some into seductive fields of politics. A literary reputation is, perhaps, more dangerous than a political one, especially if one is given to dropping into poetry. The age is too practical for a combination of law and literature. A lawyer may and should be cultivated, but he must not be known as a literateur or a poet. Nor will it do for a young lawyer to make himself known by going into politics. To do so is a risky venture for one who intends to make law the profession of a lifetime, and even a reputation for political oratory is of little, if any, benefit to a lawyer, at least in a large city. The public soon come to regard him as a politician, and may be willing to vote with him or for him, but not to give him business.

Turning from the causes of failure to the qualities important to what is ordinarily deemed success, I might summarize them as follows: Love of the profession and evident desire to get business, and attention to it when in hand; industry and good native sense, with an aggressive and partisan temperament. Fluency of speech, eloquence of diction and genuine oratorical talent are useful, but not essential. The partisan and aggressive spirit which is akin to what Lord Bacon calls "boldness" is a particularly important element of success. "Men hire lawyers," as the expression among plain people, goes to attend to their business and to fight their battles, right or wrong and the lawyer who goes into a case thoroughly imbued with the client's feelings, believing or making believe that he is certainly right and the other party an unmitigated rascal, is sure to win and to please.

As to the ethical side of the law, I admit that much can be said pro and con. One of the demoralizing features of the profession is that "a lawyer cannot choose his cases." He is sometimes on the wrong side, the side of falsehood and injustice, and when on the wrong side there is an almost irresistible temptation to express belief in the justice of his cause, and lawyers too often yield to it, thus giving some ground for the popular accusation that lawyers lie for their clients.

After all, whether the law is a noble and elevating profession depends upon the man. There is nothing in the nature of the profession which compels a lawyer to be a rascal. It has its temptations, but so has every other business. Many hard things have been said of lawyers, but the account is more than balanced by the complimentary things that have been said of them and of their profession. Sir Edward Coke speaks of "the glad-some light of jurisprudence," and a lack of self-appreciation is not in general one of the defects of the disciples of the law. They have, however, the consolation of knowing that in spite of all the abuse to which they have been subjected by satirical writers and poets they are not only useful but essential members of society, and that those who abuse them most are generally the first to rush to the lawyers for aid in obtaining vengeance or protection in their hour of need.

In conclusion I would say, as Davy Crockett has said, "Be sure you are right then go ahead."

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THE Law School opened on Tuesday, January 8th, and lectures in the first year are now being delivered in Real Property and Common Law. In the second year, on Equity and Contracts, and in the third year, on Construction of the Statutes and Private International Law. The morning lectures at 9 a.m. The afternoon lectures at 4.30 p.m. The Law School will close for this session on Thursday, April 30th. The examinations in 1894 began on Thursday, May 10th, and in 1895 they began on May 9th.

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Literary Society Notes.

THE last meeting of the Literary Society for the year 1895 was held in Convocation Hall on Saturday, Dec. 7th. President Lamport occupied the chair. Mr. Church moved, seconded by Mr. McLean, that Osgoode's "At Home" be held on Friday, Jan. 31st, in Convocation Hall, and that the "At Home" committee be appointed by the Executive.— (carried). Mr. J. R. L. Starr, barrister, delivered a splendid essay. The debate was on the question: Resolved that it would be better for Canadian nationality if there was but one language—the English language; in our legislative halls, our courts and schools. Messrs T. L. Church, A. Applebe, J. R. Brown, and J. L. Kenney upheld the affirmative and A. R. Hassard, J. K. Arnott, and others for the negative. The chairman's decision was in favour of the negative. In accordance with the resolution adopted at this meeting regarding the "At Home" committee; the following gentlemen were selected from the junior bar to act with the Executive of the Society in the management of the "At Home" Messrs R. O. McCulloch, R. A. Grant, W. J. Fleury, L. G. McCarthy, W. E. Burritt, E. C. Senkler, W. Hunter, A. W. Ballantyne, J. H. Moss, E. G. Rykert, R. K. Barker, McGregor Young, C. W. Beatty, McDowall Thompson, H. Ferguson, A. T. Kirkpatrick, W. Gow, R. Geary, and H. L. Watt.

THE public debate with "Varsity" and the "At Home" will take place this month. Friday, Jan. 31st, is the night fixed for the "At Home"

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THE first weekly meeting of the Literary Society was held in Convocation Hall on Saturday, Jan. 11th. A proposal that all rules and regulations of the Bencher's relating to the society should be incorporated in its constitution was carried after a lively debate. A resolution in favor of an Osgoode Hall gymnasium was carried, a copy of which will be sent to the Bencher's with a request that they should take action at an early date. Mr. T. A. Gibson read an essay on "The Philosopy of Chairs. The debate followed on the question of the right of the United States to demand that the Venezuela dispute be settled by arbitration. Messrs. B. A. C. Craig and White, supported the affirmative, and Mr. Porter and Mr. Church, upheld the negative. As the hour was late and as the members desired a further discussion of the matter an adjoinment was made until the next meeting.

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SPORTS.

OSGOODE HALL has amalgamated with T. A. C. in hockey. A strong combination will be the result. It is to be regreted that amalgamation was allowed to take place and it is anything but popular around the hall. It is a distinctive mark to show that "Osgoode" is now on the down grade so far as "Sports" are concerned. Mr. J. D. DeMurrich has been elected captain of the aggregation.

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THE committee appointed at the mass-meeting of students to take steps to secure a gymnasium; have got a petition together in that behalf, it will soon be presented to the benchers who will take the matter into their serious consideration.

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List of Her Majesty's Council.

IN view of the rumor that the Department of Justice contemplates the the creation of a new batch of Q.C's. It may be interesting to note the present wearers of the "silk."

Q.C's. appointed by patent from the Government of the late Province of Canada:

Dec. 29th, 1855; Oliver Mowat, D. B. Reed; March 28th, 1863; A. N. Richards, Aemelius Irving, C. Robinson, Edward Blake: June 26th, 1867; Clarke Gamble, R. W. Scott, John Bell.

Q.C.'s. appointed by patent from the Government of the Dominion of Canada:

John T. Anderson, Dec. 18th, 1872; Robt. S. Woods, Alex. Leith, Hector Cameron, James Beaty, Jr., Geo. A. Drew, David Tisdale, Dalton McCarthy. Feb. 28th, 1873; G. R. Van Norman, G. E. Henderson, Thos. Hodgins, John Hoskin, Z. A. Lash, Francis MacKelcan, W. R. Meredith, M. O'Gara, B. B. Osler, Geo. A. Kirkpatrick, A. Hoskins, R. T. Walkem, John O'Donohue; Aug. 13th, 1881; A. R. Dougall, J. C. Rykert, John Creaor, B. M. Britton, Wm. Lount, W. H. Rallison, Wm. McDougall, J. K. Kerr, T. Deacon, A. Shaw, G. D. Deacon, John McIntyre, Charles Moss; June 28th, 1883; V. MacKenzie, Richard Bayly, G. M. Macdonell, Hugh Wilson, J. J. Foy, W. G. P. Cassels, N. F. Patterson, T. H. McGuire, H. J. Scott, J. McP. Hamilton; Oct. 26th, 1885; E. J. Parke, Edward Martin, C. R. Atkinson, S. H. Blake, A. Bruce, W. Douglas, T. N. Miller, J. F. Smith, J. P. Woods, J. W. Benyon, J. Idington, Wm. Laidlaw, R. Cassels, D. Guthrie,

J. H. Fraser, Edmund Meredith, A. J. Christie, C. Macdougall, H. H. Strathy, J. T. Garrow, J. H. Macdonald, E. H. Smyth, J. Masson, A. P. Pousette, C. H. Ritchie, C. O. Z. Ermatinger; Dec. 14th, 1889; J. R. Gowan, J. H. Flock, R. M. Wells, W. H. Bowlby, N. Kingsmill, H. W. M. Murray, J. Deacon, D. McMillan, J. Davison, J. E. Farewell, A. Miller, N. Murphy, G. Moncrieff, R. N. Rogers, A. R. Boswell, J. Burnham, W. H. Walker, D. H. Preston, H. W. C. Meyer, J. Jamieson, J. H. Ferguson, F. J. French, A. H. MacDonald, T. D. Delawere, F. Arnoldi, G. L. Tizard, W. F. Walker, J. Muir, W. R. White, J. M. Reeve, J. J. Gormully, C. G. Snider, A. R. Creelman, F. E. P. Pepler, A. Ferguson, A. R. Lewis, J. Leitch, W. H. Kingston, J. S. Fullerton, A. H. Marsh, G. T. Blackstock, J. A. Worrell, E. S. Smith, A. B. Klein; Feb. 15th, 1890; C. E. Pegley, Jas. Robb, J. J. Maclaren, J. King, Wm. Fitzgerald, G. O. Alcorn, C. R. W. Biggar, J. A. Macdonell, J. B. Clarke, J. P. Whitney, J. W. Nesbitt, E. Champion, J. McGillivray, D. O'Connor, G. F. Shepley, G. W. Wells, A. B. Aylesworth, M. Wilson, John Boyd, A. Boultbee, A. Fletcher, S. F. Lazier, W. Choscombe, D. Chisholm, J. F. Wood, J. Bergin, Nov. 18th, 1893; E. L. Newcombe.

Q.C's. appointed by patent from the Government of the Province of Ontario:

J. T. Anderson, S. H. Blake, R. S. Woods, J. A. Anderson, A. Leith, H. Cameron, J. Beaty, Jr., G. A. Drew, D. Tisdale, D. McCarthy, G. R. Van Norman, G. E. Henderson, T. Hoskins, J. Hoskins; March 13th, 1876; R. Lees, F. R. Ball, E. Martin, F. MacKelcan, Wm. Kerr, B. M. Sutton, E. J. Senkler, M. C. Cameron, W. R. Meredith, Wm. Lount, J. G. Scott, J. K. Kerr, B. B. Osler, T. Deacon, D. Gl s, J. Idington, A. S. Hardy, D. B. MacLennan, D. Guthrie; Jan. 4th, 1890; L. W. Smith, J. D. Edger, W. Mulock, W. B. McMurrick, Wm. Clarke, J. R. Cartright, N. W. Hoyles, T. Langton, C. R. W. Biggar, G. H. Watson, E. D. Armour, G. F. Shepley, D. E. Thomson, A. B. Aylesworth, J. J. MacLaren, E. F. B. Johnston, S. F. Lazier, J. M. Gibson, J. Crerar, H. Carscallen, J. W. Nesbitt, J. V. Teetzel, J. Magee, G. C. Gibbons, D. Mills, F. H. Chrysler, A. F. McIntyre, D. B. McTavish, S. B. Burdette, R. C. Clute, J. W. Bowlby, A. J. Wilkes, J. M. Machor, W. H. McClive, J. Farley, J. E. Harding, J. F. Wood, J. King, Henry Robertson, D. J. McIntyre, Hugh O'Leary, A. L. Morden, H. M. Deroche, E. Myers, J. E. Lister, J. Robb (C. C. Judge), G. W. Wells, H. P. O'Connor, R. Harcourt, W. Totten, A. Fletcher.

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Rules of Practice.

IN the published copies of the Rules which came into force on January, 1st, 1896, there were some errors which were not in the copy signed by the Commissioners. The Government's copy sent to barristers also contain the errors, so that it will be necessary so correct it.

CORRECTIONS OF RULES.

RULE 1488. In the Rule numbered 816, strike out the words "a judge of" in the second line. Rule 1489. In the Rule numbered 838, instead of the words "the Registrar of the Court of Appeal," read "one of the Registrars of the High Court." Rule 1560. This Rule is so numbered by a misprint. It should be 1510, and should read as follows:—1510. The following Rules are repealed namely:—Rules 11 to 19 inclusive, 22,

23, 24, 199, 216 to 218 inclusive, 1268, 1305, 649 to 651 inclusive, 789, 800, 1266, 1278 (a), sub clause (e), 666 (b) as contained in 1278, 1282 to 1285 inclusive, 1303, 1304, 1306 and 1356.

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Regulations Respecting Folding of Papers.

January 7th, 1895.—Pursuant to Rule 450, as amended by Rule 1446, and by direction of the President of the High Court, in future all rolls and records, affidavits and papers, to be used in the several offices of the High Court of Justice for Ontario, shall be of the length and width of half a sheet of foolscap paper, and shall be folded in half likewise.

M. B. JACKSON,
Clerk of the Crown and Pleas.

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The New Rules.

PRACTITIONERS can post themselves thoroughly on the new rules by reading the following rules; which contain the most salient changes:—1399, 1405, 1409, 1419, 1422, 1429, 1435, 1441, 1452, 1457, 1459, 1461, 1463, 1484, 1487, 1488, 1489, 1490, 1499, 1584. A short summary on the changes will appear in our next issue.

MISCELLANEOUS.

THE *Harvard Law Review* calls attention to the recent case of Robins & Co. v. Gray in the English Court of Appeal which brings up an interesting legal question. In that case it appeared that a commercial traveller did not pay his hotel bill, and the proprietor set up a lien on certain articles in his custody, although he had known all along that they were the property of the salesman's employer. The court held that, as the inn-keeper was bound to receive the articles, regardless of whose they were, he was entitled to his lien, notwithstanding his private knowledge of the ownership. Lord Esher's opinion is refreshing. Whether agreeing with its conclusion or not, all will welcome so clear and straightforward a treatment of a subject which has often been handled vaguely and unsatisfactorily. The statements in the opinion that the decision represents what has been the undisputed law for centuries strikes the *Harvard Law Review* as rather broad, calling attention to Broadwood v. Granada, 10 Exch. 417, and Threfall v. Borwick, L. R., 7 Q. B. 711, wherein the courts had evidently a contrary principle in mind. Wharton on Innkeeeper's, p. 119, makes the unqualified assertion that the innkeeper has no lien on goods he knows are not the property of the guest. That this is the view of American courts is shown by such cases as Cook v. Kane, 13 Oreg. 482 and Covington v. Newberger, 99 N. C. 523. The *Harvard Law Review*, however, thinks the doctrine of this latest English case is clearly preferable, saying, that "as the innkeeper's lien is grounded, not on credit he gives his guest on the faith of the goods, but on the extraordinary liability imposed on him by law, it seems only just that on all goods which he is bound to receive he should have his lien, whether or not he knows them to be the property of another than his guest. As to articles which he is not bound to receive, his state of knowledge or ignor-

ance may be material, but in the ordinary case, where he has no choice, it should not be the crucial test."

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Cases on the Nature of Railroad Tickets.

Two recent cases in minor courts bring up interesting questions concerning the nature of railroad tickets. In Evansville & T. H. R. R. Co. v, Cates, 41 N. E. Rep. 712, the Appellate Court of Indiana held that where a passenger demands and pays for a ticket to A, and by a mistake of the ticket agent is given a ticket to B. only, with which he enters the train without noticing the error, he has a right to ride to A. on making proper explanation to the conductor; and can recover from the company for ejection by the conductor at B. This case is not without support (see Georgia R. R., &c. Co. v. Dougherty, 86 Ga. 744; 3 Wood on Railroads, § 349); but the weight of authority is against it, and it seems to have no foundation in principle. It involves a misconception of the true character of a railroad ticket. If it were true that the passenger made his contract with the ticket agent and the ticket was handed over merely as a receipt, then he would perhaps have had a contract right to be carried to his intended destination. But, as was pointed out the ticket agent had no authority to make contracts,—his duty is merely to sell tickets. The ticket is the contract, and by its terms the passenger is bound; and in a case like that under discussion, while he doubtless has a right of action against the company for selling him the wrong contract, he has no action for being put off the train at the terminus provided by that contract.

Courts have fallen into error, it would appear, from failure to distinguish between the case of a ticket which is, on its face, not good for the journey intended by the passenger, and that of a ticket which is apparently good for the intended journey, and declared to be so by the ticket agent, although by the regulations of the company it is in fact not good. In the latter case the contract is ambiguous, and the passenger under the circumstances, surely has a right to insist on the interpretation given by the company's agent; but that is no reason why he is not bound by the ticket in the former case, where the interpretation of the contaact is perfectly clear. (See Autchinson on Carriers, § 580, j.)

The analogy between railroad tickets and bills and notes has often been remarked. A ticket is not a consensual but a formal contract; and although assignable in the absence of words of limitation, it is, like other negotiable instruments, not assignable in part. The second of the two recent cases is of note in this connection. In Curlander v. Pullman Palace Car Co., a case decided in the Superior Court of Baltimore, and reported in 28 Chicago Legal News, 68, the novel question was raised as to the right of a purchaser of a sleeping car section, who leaves the train before reaching his destination, to transfer the use of the section to another passenger for the rest of the journey. The court held that he had that right. This decision can apparently be supported only on the ground that a sleeping car ticket is radically different from a railroad ticket; that it is not a formal contract of transportation, but rather evidence of the purchase of certain space in the sleeping car for the specified journey. The existence of so marked a distinction between the two sorts of ticket may well be doubted.

Benchers Elections at hand.

THE benches of the law society of Upper Canada are 30 in number and are elected by the members of the profession of Ontario, by ballot for a term of five years. The present term expires with Easter term 1896 and the next election day is already set down for the first week in April. The present benchers are :—ex-officio, Hon. Sir Henry Strong, Sir O. Mowat, Hon. E. Blake, Hon. S. H. Blake, Hon. M. Proudfoot, Sir T. Galt. Benchers elected to Easter term 1896, Messrs. A. B. Aylesworth, W. Barrick, Richard Bayley, John Bell, B. M. Britton, Alex. Bruce, Wm. Douglas, D. Guthrie, Hon. A. S. Hardy, John Hoskin, John Idington, Amelius Irving, J. K. Kerr, Z. A. Lash, C. MacDougall, F. MacKelcan, Edward Martin, Dalton McCarthy, Charles Moss, M. O'Gara, B. B. Osler, W. R. Riddell, C. H. Ritchie, Christopher Robinson, G. F. Shepley, H. H. Strathy, J. V. Teetzel, and G. H. Watson.

*

A caucus of some of the Toronto bar was we are told held at Canada Life Building on Monday, the 13th inst. We are told it was of the Junior bar. All but four of the present benchers will seek re-election. Since the last elections some 600 have been called to the bar and the younger vote will no doubt be a factor in the coming struggle at the polls.

*

Recent Testimonials.

A variety of personals and other entertaining matter with a legal flavor, makes *The Barrister* a very welcome visitor to the law office.—*The Globe.*

The Barrister's programme commends itself to both the profession and the public generally.—*The Mail.*

The Barrister promises to have a large and profitable circulation among the fraternity.—*The Toronto Evening Star.*

The Barrister is brightly written and sets forth its *raison d'etre* clearly and with modesty. The comments on current events and tendencies are couched in impartial and dignified phrases and show no small insight into the legislative needs of the country.—*The Empire.*

The Barrister contains a lot of interesting matter and is worthy of substantial encouragement.—*The World.*

The Barrister is a new departure in this sort of journalism. It is a combination of the modern newspaper coupled with the special features demanded by the constituency to which it appeals. All the matter contained in it is written in bright, bold and racy style. It deserves success. —*Toronto Daily News.*

The Barrister is the brightest law magazine that we have ever seen.—*The Province*, Victoria, B.C.

We are always glad to see *The Barrister.* —*The Leader*, Regina, N.W.T.

The Barrister is the brightest law journal in America.—*Free Press*, Winnipeg.

Where does *The Barrister* get all its bright witty sayings? We always thought law dry until we read the *Barrister.*—The *Free Press*, London.

No lawyer, student, politician, or thinker should fail to read The Barrister.—The *Gazette*, Montreal.

The Barrister will have an undoubted influence upon legislation.—*The Citizen*, Ottawa.

The sketches of leading lawyers, judges and statesmen in The Barrister are the best we have ever read. No public man should fail to read them.—*The Chronicle*, Quebec.

Law for the first time is made interesting by that bright journal, The Barrister, which is always a welcome visitant to this office.—*The Globe*, St. John, N.B.

The Barrister has won the hearts of the Nova Scotia people by its magnificent sketch of Sir John Thompson, which, from a literary standpoint, ranks with the best we have ever read.—*The Herald*, Halifax.

The Barrister is the brightest journal on our exchange list from America.—*The Brief*, London, England.

We are always glad to receive The Barrister, and quote a few of its bright sayings.—*The Juridicial Review*, Edinburgh, Scotland.

If we are to judge by The Barrister, the leading Canadian law journal, the Canadians must be a very witty people. —*The Irish Law Times*, Dublin.

The Barrister, in its advocacy of uniform laws, is doing a great work for Canada.—*The Counsellor*. New York.

We congratulate The Barrister upon its cosmopolitan spirit in dealing with the great profession of law.—*Chicago Law Journal*.

The Barrister's kind words on behalf of the American Law Association will not soon be forgotten by the profession of this country.—*The Michigan Law Journal*, Detroit.

GENERAL NOTES.

The Toronto Saturday Night, Jan. 11th, says :—

"For unflinching and irreproachable integrity on the Woolsack and whole-souled geniality off the bench, but few of our justiciary can compare with Hon. Mr. Justice Ferguson. The twinkle in his eye and his jolly smile indicate at once to a student of character that the heart of "old Tom Ferguson" as he is irreverently (but not ill-naturedly) styled by the very junior profession—is in the right place, and built in due proportion with his imposing figure. His experiences of California in forty-nine or the early fifties would no doubt make excellent reading, and the narration thereof by such an exalted personage command greater respect than is usually given to the remarkable yarns of the old "forty niners." Law students, both grave and gay, point with pride to his student record. The grave point to the fact that in one of his exams. he carried off a substantial scholarship; the gay love to tell how, having received the money therefor, he spent the whole of it in one evening with his friends, the scene of the celebration being the old Globe Hotel, Yonge street. The former incident is a matter of record, whereas the latter occurrence is mere hearsay, but the general verdict among those who are fortunate enough to be numbered with his friends would be "guilty on both counts" with a strong recommendation to mercy. Let us trust that his sentence to the Woolsack for life will be a long one."

*

The Bar in the Pulpit.

EMINENT Q.C.'S GO TO HEAR A BROTHER LAWYER PREACH.

MANY prominent lawyers in London are of an evangelistic turn of mind, and

employ their leisure by pulpit exercises in whatever denomination they favor. Mr. Reader Harris, a well-known Queen's council, for instance, is founder and head of an obscure body known as the Pentecostal League, which is holding its annual meetings in London this week. But the best-known preaching Queen's counsel is Mr. Samuel Waddy, a leading light among Methodists. Mr. Waddy is a good-humored old soul, of whom his "brethren learned in the law" like occasionally to make fun.

Once when he was on a circuit with Mr. (now Sir) Frank Lockwood, that witty lawyer determined to see how Waddy behaved in the pulpit. Accordingly, accompanied by a barrister friend, Mr. Lockwood visited the Methodist chapel where Waddy was to preach, and took a prominent front seat. Mr. Waddy espied them when he entered the pulpit, and knowing their object, determined to get rid of them; so, after some preliminary exercises, he rose and solemnly said:

"Brother Lockwood will lead the congregation in prayer."

"Brother" Lockwood's dismay may be better imagined than described. He vanished from his seat quicker than thought, and no "Methody" chapel has known his proud presence since.

It is not often that any one scores off Lockwood. Generally it is the other way. Once he was engaged on the opposite side from Sir Charles Russel (now Lord Russell, of Killowen) who was trying to browbeat a witness into giving a direct answer, "Yes" or "No."

"You can answer any question 'Yes' or 'No' declared Sir Charles."

"Oh, can you?" retorted Lockwood. "May I ask if you have left off beating your wife?"

Of course, Lord Russell is not a wife-beater, but he was fairly cornered. If he answered "Yes," he admitted the practice; if he said "No," the situation was still worse. He did not press the point with the witness.

*

A Modest Advertisement.

Our Canadian contemporaries have commented upon some rather remarkable examples of "touting" among members of the legal profession in that Dominion; but we think the following, which a learned friend sends us, clipped from the *Chicago Daily Law Bulletin* of July 26th, will make any Canadian touter pale his uneffectual fires:—

> THOMAS D. HAWLEY, EXPERT LOGICIAN and attorney, Room 10 Montauk Building, Statutes infallibly interpreted and every implied meaning discovered. 1m

Our correspondent thinks this advertisement unique. We think so too; and the more it is studied the uniquer it gets. Our correspondent inquires what the "expert logician" would do if the legislator had no meaning or did not know what he meant when he enacted the statute. He would of course do as the judges do in such cases, that is do the best he could. But is not everything possible for a dweller in Chicago? P. S. He could go to California and work out such problems as a statute of limitations commencing to run and completing its course before any right of action accrues.1

—*Green Bag.*

1 Hunt v. Ward 29 Cal. 612.

*

Sir Henry Hawkins in Society.

Great, says a writer in the *Realm*, is the contrast between Mr. Justice Hawkins on the bench, a terror to evildoers, and Sir Henry Hawkins at table, a most agreeable guest of a modish dinner party. As the stern yet upright judge puts off his ermine and his wig, so, when the day's work is over, does he assume a more

cheerful countenance. By the time that Rhadamanthus in a cutaway coat reaches the Rothschild villa at Aylesbury, where at assize-time he is a constant guest, his features seem to have lost much of their sharpness and all their sternness. At the dinner table, as in the drawing-room, his geniality is contagious, and the teller of good stories is the cause also of good stories being told by others. The Duke of Devonshire has been known to lose all his melancholy in talk with his old friend of the Turf Club and of Newmarket Heath. In his company Sir Henry Drummond Wolff becomes agreeably conscious that he has a reputation as raconteur to maintain, and that he is confronted by no common rival. The late Sir William Gregory began life as the "Man for Galway," continued it as Governor of Ceylon, and was for years before he died the most instructive and entertaining link between the present day and the period beginning with the Regency and ending with Disraeli. Yet Mr. Justice Hawkins shone even against rivals like these beneath the hospitable Waddesdon roof. The death of Baron Huddleston left a certain place in society vacant. Sir Henry Hawkins stepped in and filled it with his very marked and (socially speaking) agreeable personality.

*

Good Advice to Young Lawyers.

BY BENJAMIN HARRISON.

A GOOD character, for integrity, for truthfulness, for fairness, is the strongest lifting force that any young man can carry into and through his business life. I do not mean to say that dishonesty and lying and trickery never lead to wealth. They do. The psalmist found that out, and our observation of the fact is larger than his. But the natural and ordinary fruit of vice and fraud is failure, even by the money test. The criminal is not always revealed before the fact or caught after it, but the pawnbroker gets the stolen jewel for a trifle, and the thief becomes a fearsome fugitive. The man who earns a watch by honest toil can wear it, but the man who steals one must beat out its identity and sell it for old gold.

Such is the law of the ill-gotten wealth, whether the ill-getting be by statutory larceny or by means not morally different, but just outside the definition. If you want to get the full use of your money, the comfort of it, then be careful that no tainted money gets into your till. No man can live happily without the esteem of good men, and this esteem is not built upon pillars of coin, however much it may sometimes seem to be. There is more good in a moderate accumulation than in great riches—more time for good thoughts and good company, for wife and child, and neighbor, and for God. The highest places are peaks, walking is dangerous and observation intrusive.

Let fidelity be your watchword; however simple be your task, let it be done with scrupulous faithfulness; however small the trust, let there be no default. Settle it now, as an inflexible purpose, that you will never, for a moment, use for your own purpose one cent of another man's money in your keeping, without his knowledge and consent, however desperate your need or however certain it may seem to you that you can speedily restore the money. The temptation to take without any purpose to return is gross; but the temptation to use for a little while and then return is a doorway full of subtlety and danger, and "many there be who go in thereat."

A cheerful face and spirit have a large commercial estimation. The man who mumbles, protests over his work will not survive the first reduction of the force.

To make one's self the most valuable man in the shop, or, store, or office, or on the road, is the best assurance of permanency and of advancement. If you have a way to make in life the place to begin is where you stand. If it happens to be rock excavation there, don't run forward to find a softer place—it is a waste of time. Life is not a railroad that can be surveyed from end to end before construction begins. What is not within your reach is clearly not this day's task for you. Aim high, but have regard to the range of your gun. And above all, my young friends, do not forget that the man whose plans take account of every hour of life except the supreme hour, is unspeakably foolish.

LYRICS OF THE LAW.

Adjournments for Lunch.

I'm but a humble lawyer, and I haunt the Practice Court,
Where the guineas may be scanty, but arguments are short,
Yet my appetites are human, and naturally you know,
I think the judge might rise for something—just a chop or so.

It is true there is a dictum of Mr. Justice Field,
An eminent authority, to whom I sometimes yield,
That our Courts don't rise for luncheon, but they simply just adjourn,
A turn of expression which suits equally my turn.

But Madden, C.J., has a habit—unlike other men,
Of disregarding quite the faintness in the abdomen,
So when the punctual index points unto the hour of one,
Uninterruptingly he sits, until the set of Sun.

I wonder what's the secret of the breakfast that he eats.
That he diurnally performs these wondrous fasting feats,
I breakfast on a pound of steak, some eggs, and eke some fish,
And yet my lunch's a meal for which I regularly wish.

Unhappily, there's nothing in our Judicature Rules.
(Drawn up by wise men for the guidance of litigious fools),
To enable me and others to apply to the Full Court,
When the C.J. unexpectedly thus cuts our luncheon short.

So in this journal I appeal unto that higher law,
Which says, that when the brain is fagged out, one must hold his jaw,
And when the jaw has munched its lunch, why, all refreshed, again,
It may then way with reason, with assistance to the brain.

—*P. Nascitur.*

The Piccadilly Policeman.

THE policeman on his beat,
With his large, emphatic feet,
Is a person you must treat
With due respect.

So beware of Piccadilly,
For you'll look extremely silly,
If he nabs you willy-nilly,
When you're there.

If you're once before the "beak,"
It'll do no good to speak;
You must humble be and meek,
When you're there.

Why! even the professor
Was reckon'ed a transgressor,
When he tackled the oppressor
Who was there.

With the cabbies it's the same,
For they always get the blame,
And they say it's quite a shame—
Nay, they swear!

But the bobby's oath is best,
It's Newton's only test,
And he doesn't heed the rest,
When he's there.

—*Dogberry.*

THIS was one of Theodore Hook's impromptus, concerning an action brought by a certain nobleman against a person named Cumming for defamation of character. At the last moment the plaintiff abandoned the case. Whereupon Hook wrote:

"Cease your humming,
The case is on,
Defendant's *Cumming*,
Plaintiff's—gone!"

*

A Legal Recipe.

If you want to have some worry,
If you want to lose some cash,
If you want the fullest flavour
Of the legislative hash,
Behold, I have a receipe,
'Twas never known to fail,
Just lend a man some money—
"Secured" by Bill of Sale.

—*Dogberry.*

*

"WHAT do you understand by a 'mortgagee'? asked the examiner of a youthful aspirant for legal honors. "Isn't it the feminine for mortgagor? replied the youth diffidently.

WIG AND WIT.

The custom of appointing young lawyers to defend pauper criminals received a blow the other day. A well known judge had appointed two young lawyers to defend an old experienced horse thief. After inspecting his counsel sometime in silence, the prisoner rose in his place and addressed the bench:

"Air them to defend me?"

"Yes, sir," said the judge.

"Both of them?" asked the prisoner.

"Both of them," responded the judge.

"Then I plead guilty," and the poor fellow took his seat and sighed heavily.—*Nebraska Law News.*

*

A long winded lawyer lately defended a criminal unsuccessfully and during the trial the judge received the following note: "The prisoner humbly prays that the time occupied by the plea of the counsel for the defence be counted in his sentence."

JOSEPH H. CHOATE is an expert in handling two-edged-sword repartee. His skill is such that he seldom meets one who is able to hold his own with him. He met his match not long ago while trying a case before the Surrogate.

An old woman was being questioned by him about how the testator had looked when he made a remark to her about some relatives.

"Now, how can I remember. He's been dead two years," she replied testily.

"Is your memory so poor that you can't remember two years back?" continued Choate. The old woman was silent and Choate asked. "Did he look, when he spoke, anything like me?"

"Seems to me he did have the same sort of a vacant look!" snapped the witness with fire in her eyes. The court-room was convulsed, and Choate had no further questions.

*

A LIQUOR case was on trial, and one of the officers who had made the raid testified that a number of bottles were found on the premises.

"Liquor, your honor."

"What kind of liquor?"

"I don't know, sir."

"Didn't you taste it or smell of it?"

"Both your honor."

"What! do you mean to say that you are not a judge of liquor?"

"No, sir; I'm not a judge; I'm only a policeman."

The witness was excused from answering any further questions.

*

THE Court retreated. In magistrate J.'s police court in Hamilton a witness narrowly escaped being sent to jail for contempt, for denying a knowledge of his own name. When the witness had been sworn, the prosecuting attorney asked "What is your name?"

"I. Deneau," said the witness.

"What's that?" demanded the magistrate

"I. Denau," replied the witness.

The magistrate and crown attorney stared at each other in blank amazement.

"Look here, sir" roared the magistrate when he had recovered his breath, "you will not be permitted to trifle with this court."

"Well—er—I only know what I have always been told my name is," explained the embarrassed witness. "Of course I can't swear to it, but if it is not my true name, I'd like to know it, your honor"

"That is all any man knows of his name," declared the magistrate. "What have you been told was your name?"

"I. Denau, sir,"

"You don't know? Mr. Clerk enter an order. * * *,"

"I didn't say I don't know," hastily explained the witness." I said my name was I. Denau. Ignatz Denau, sir."

"Oh, said the magistrate.

Oh! echoed the crown attorney.

*

"THERE is something peculiar about preserving order in a courtroom," said a judge of seventeen years' experience just after he had been presented with a handsome ivory gavel the other evening. "Now as a general thing the judge who makes the most noise himself has the noisiest court room. It is usually the new judge who uses the gavel. A pocket knife is my favorite article for keeping order. I find I can command more attention when I rap with that and ask for a little more quiet, than if I pounded with a gavel and made more noise," And this experienced judge put his handsome gavel back into its red plush box, there to repose regarded with pride as a memento of his associates esteem but probably never taken into court.

CANADA has a few remarkable things left. One of them is a thirst for professional honors, which has given at least one of her large cities three times as many lawyers according to population as can be found in Chicago. Another is a state of affairs in the metropolis of the Dominion which permits an advertisement like this to find its way into one of its evening papers: Wanted, a lawyer, who can without prejudice, conduct a law suit on its merits against the O. E. Ry. Co. G. McNeill, 61 Sussex street. Perhaps our Canadian brethren do not lack enterprise: but down here, in the jurisdiction of the American eagle where professional enthusiasm runs so high and competition is so active that it is said a lawyer sometimes beats the doctor to the scene of a street-car accident, we can only gape with wonder at a city where clients must advertise for lawyers!

*

YOUNG GIRL (going through jail)—"Poor, poor man. May I offer you these flowers?"

Convict (from behind the bars)—"You've made a mistake, miss. The feller that killed his wife and children is in the next cell. I'm yere for stealing a loaf of bread."

*

HE was hiding out "This map of your new railroad is imperfect," said the Judge.

"Imperfect, your honor?"

"Yes, sir. There's your station, there's your tank, and there's your coal chute. Now, where in thunder is your receiver?"

*

"WHY do you use such peculiar terms?" asked a lawyer's wife of her husband, who had returned worn out by his day's labours.

"I don't see how you can have been working all day like a horse."

"Well my dear," he replied, "I've been drawing a conveyance all day, and if that isn't working like a horse, what is?"

*

IF it is not true, the lawyer who told this story is a good one. Attorney Hogan, it seems, was called some time ago to the county jail by a poor actor who had been arrested for jumping his board bill. He related a pitiful tale of woe crying at the same time.

"Never mind, my boy," said the genial attorney, "if you cry like that before the jury we have a good case."

*

A COMPROMISE verdict. In a jury trial in a small town not many miles from civilization, the rural gentlemen, into whose hand the fate of the plaintiff was placed was so stubbornly divided that they were some twenty-odd hours in reaching a verdict. As they left the Court after rendering their verdict, one of them was asked by a friend what the trouble was.

"Waal," he said," six of 'em wanted to give the plaintiff $4,000, and six of 'em wanted to give him $3,000; so we split the difference, and gave him $500."

*

"WELL, that is pretty good," responded another eminent of the bar, "but what do you think of a justice who acted in a dual capacity of judge and jury? It was up in the country somewhere, in a case of horse stealing, I think. The lawyers on both sides agreed to dispense with the "twelve good men" and requested the judge to act as jury. He took the request literally. Mounting the bench he considered for a long time, and finally consented. He then began proceedings.

Leaving the bench he filed himself into the jury box in time to hear the testimony. After the evidence was all in, he wrote his instructions as judge, and handing it to one of the attorneys, requested him to read it to the jury. After listening to the instructions of his capacity as jury, he had himself conducted from the room by the sheriff and locked up in the jury-room to consider the case and prepare a verdict."

"How long did he stay out?"

"Six hours."

"What was the verdict?"

"He reported that the jury couldn't agree, as the judge he discharged himself."

*

THIS rather remarkable legal question is bothering the lawyers of Wichita, Kan.: Can a judge compel a witness to drink beer, and, if the witness declines to indulge, can he be committed for contempt of court? In a recent case brought against a beer agency, an expert who was summoned to the stand refused to taste the liquor when ordered to do so by the judge. The witness did not pretend that he had any conscientious scruples against beer drinking, but merely declined to drink at that time. He is now languishing in jail, but the action of the judge will be reviewed on habeas corpus proceedings. The case is apparently novel, and the final decision will have a bearing on the action of witnesses in similar cases.

*

IT is said Judge James A. Bibro, the Circuit Judge now presiding at Scottsboro, is one of the profoundest lawyers in North Alabama. As a Circuit Judge he has no superior in the state. His clear-cut legal discrimination delight the legal profession. His fairness and courteous manner please the people. His devotional exercises in the opening of his Court win praise from all church people. Judge Bibro has adopted the practice of opening his Court every morning with a short lesson read from the Bible and prayer. If the Judge could manage to get all the lawyers to attend these exercises he might greatly benefit the bar.

*

THE New Orleans incident may recall an anecdote furnished by Lord Brougham about Lord Chief Justice Ellenborough. Several conveyancers were making tedious technical argument before him, when, late in the day, one, referring to an interlocutory remark of the Judge, said, "Is it your lordship's pleasure to hear us on that point?" and the latter answered, "Pardon me, but we have no pleasure whatever in the argument."

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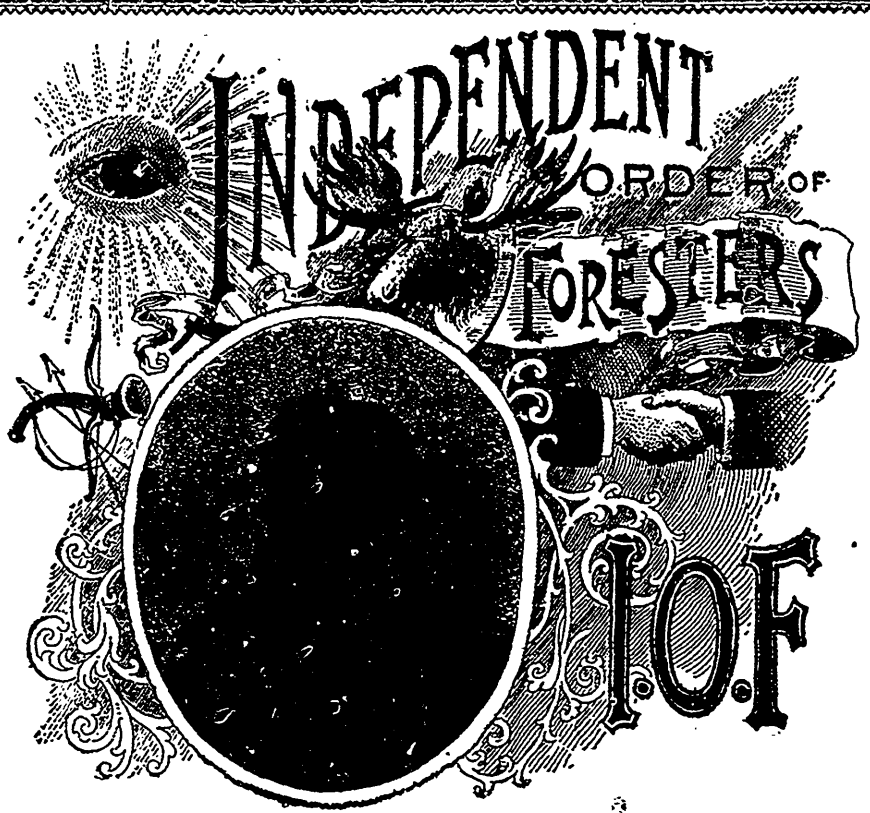

"ASSESSMENT SYSTEM."

EVERYBODY who knows anything about insurance acknowledges that the Independent Order of Foresters is far and away the **Best** Fraternal Benefit **society in the World.** It was founded in Newark, New Jersey, on the 17th June, 1874, and has spread all over the United States and Canada, and is rapidly spreading in Great Britain and elsewhere.

The Unexampled Progress and Prosperity of the Independent Order of Foresters is shown by the following figures:

	No. of Members.	Balance in Bank.		No. of Members.	Balance in Bank.		No. of Members.	Balance in Bank.
October, 1882	80	$ 1,145 07	January, 1888	7,611	$ 80,102 42	January, 1894	54,481	$858,857 89
January, 1883	1,134	2,769 58	January, 1889	11,618	117,599 88	February, "	55,149	875,860 00
January, 1884	2,216	13,070 85	January, 1890	17,026	188,130 86	March, "	56,559	874,230 08
January, 1885	2,558	20,992 30	January, 1891	24,466	283,967 20	April, "	58,339	911,291 91
January, 1886	3,648	31,082 52	January, 1892	32,303	408,798 18	May, "	59,607	922,707 04
January, 1887	5,304	60,325 02	January, 1893	43,024	589,597 85	June, "	61,000	951,571 62

Membership 1st July, 1894, about 61,000. Balance in Bank, $951,571.62.

The total number of applications considered by the Medical Board for the year ending 31st December, 1892, is 18,247, whom 17,028 were passed, and 1,219 rejected.

The cause of this unexampled prosperity and growth of the I. O. F. is due to the fact that its foundations have been laid on a **Solid Financial Basis,** and every department of the Order has been managed on business principles, thereby securing for all Foresters large and varied benefits at the lowest possible cost consistent with **Safety and Permanence.**

At date all Benefits have been paid within a few days of filing the claim papers, amounting in the aggregate to the princely sum of **Two Millions Two Hundred and Thirty-four Thousand Four Hundred and Twenty-four Dollars.** Notwithstanding the payment of this large sum, as well as all the management expenses, including large sums for planting the Order in New Territory, there remains the handsome cash balance in the treasury, as noted above, of the sum of **Nine Hundred and Fifty-one Thousand Five Hundred and Seventy-one Dollars and Sixty-two Cents.**

Look at this list of the Benefits which you may obtain for yourself by becoming a Forester:

FOR YOURSELF.—1. The fraternal and social privileges of the Order. 2. Free medical attendan 3. Total and Permanent Disability of $500, $1,000, or $1,500. 4. A benefit for your old age of $100, $200, or $300 a year. 5. An Endowment Benefit, payable on reaching your expectation of life, of $1,000, $2,000, or $3,000. 6. Sick Benefits of $3 to $5 per week.

FOR YOUR FAMILY.—1. Funeral Benefit, $50. 2. Insurance Benefit of $1,000, $2,000, or $3,000.

The cost of admission to the Order in most Courts is only $7 to $9, according to the amount of insurance taken, besides medical examination fee, which is $1.50 if you are taking only $1,000 of insurance, and $2 if taking $2,000 or $3,000. **Agents wanted in Canada, the United States, and Great Britain and Ireland.**

For further information, apply to

ORONHYATEKHA, M.D., S.C.R., Toronto, Canada. HON. D. D. AITKEN, M.C., S.V.C.R., Flint, Mich. JOHN A. McGILLVRAY, Q.C., S. Secretary, Toronto, Canada. JAMES MARSHALL, Gen. Manager, Great Britain, 172 Buchanan-street, Glasgow, Scotland, or to REV. W. J. McCAUGHAN, Gen. Manager, Belfast, Ireland.